

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM358914

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ROADFOOD, INC.		08/28/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	COMERICA BANK		
<b>Street Address:</b>	39200 W. Six Mile Road		
<b>Internal Address:</b>	MC 7512		
<b>City:</b>	Livonia		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48152		
<b>Entity Type:</b>	Texas banking association: TEXAS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2685127	ROADFOOD	
<b>Registration Number:</b>	3316387	ROADFOOD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8585506420		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	858-550-6403		
<b>Email:</b>	erin.obrien@cooley.com		
<b>Correspondent Name:</b>	Erin O'Brien		
<b>Address Line 1:</b>	c/o Cooley LLP		
<b>Address Line 2:</b>	4401 Eastgate Mall		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92121		
<b>ATTORNEY DOCKET NUMBER:</b>	036703-1693 TENEOLGY RF		
<b>NAME OF SUBMITTER:</b>	Erin O'Brien		
<b>SIGNATURE:</b>	/Erin O'Brien/		
<b>DATE SIGNED:</b>	10/16/2015		
<b>Total Attachments: 5</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 28, 2015 by and between ROADFOOD, INC., a Delaware corporation ("Grantor") and Comerica Bank ("Bank").

### RECITALS

A. Borrowers and Bank are parties to that certain Loan and Security Agreement dated as of December 22, 2014 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Borrowers and Bank wish to amend the Loan Agreement in accordance with the terms of that certain First Amendment to Loan and Security Agreement dated as of the date hereof (the "Amendment") pursuant to which Grantor becomes a "Borrower" under the Loan Agreement.

B. Bank has agreed to enter into the Amendment, provided, among other things, that Grant shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Borrowers under the Loan Agreement. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of its right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Borrowers and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure Borrowers' obligations under the Loan Agreement and under any other Loan Document between Borrowers and Bank, Grantor grants and pledges to Bank a security interest in all of its right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof. Notwithstanding the foregoing, the Intellectual Property Collateral shall not include any intent-to-use trademark or service mark application to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under applicable law.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by Bank of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

ROADFOOD, INC.

c/o Teneology, Inc.  
7525 SE 24<sup>th</sup> Street  
Mercer Island, WA 98040  
Attn: Ben Sternberg

By: Ben Sternberg  
Name: Ben Sternberg  
Title: CFO & Secretary

BANK:

Address of Bank:

COMERICA BANK

m/c 7512  
39200 W. Six Mile Road  
Livonia, MI 48152  
Attn: Livonia Operations Center

By: Stephen Bitter  
Name: Stephen Bitter  
Title: Senior Vice President

**EXHIBIT A**

**Copyrights**

Title	Registration No. Registration Date	Copyright Claimant; Other Chain of
500 Things to Eat Before It's Too Late, and the Very Best Places to Eat Them.	TX0006986477 2009-06-30	Jane Stern, Transfer: By written
Chili nation : the ultimate chili cookbook with recipes from every state in the nation / Jane & Michael Stern.	TX0004862419 1999-02-11	Jane Stern & Michael Stern
Eat your way across the USA / Jane and Michael Stern.	TX0004571638 1997-05-21	Jane Stern & Michael Stern
Eat your way across the USA : 500 diners, farmland buffets, lobster shacks, pie palaces, and other all-American eateries / Jane and Michael Stern.	TX0004990793 1999-05-25	Jane Stern and Michael Stern
Goodfood / Jane and Michael Stern.	TX0001182345 1983-06-30	Jane and Michael
Road food / Jane and Michael Stern.	TX0000526846 1980-08-06	Jane & Michael Stern
Roadfood / Jane and Michael Stern.	TX0000160786 1978-11-17	Jane & Michael Stern
Roadfood and goodfood : Jane and Michael Stern's coast-to-coast restaurant guides combined, updated, and expanded.	TX0001907322 1986-09-12	Jane and Michael Stern
ROADFOOD: The Coast-to-Coast Guide to 800 of the Best Barbecue Joints, Lobster Shacks, Ice Cream Parlors, Highway Diners, and Much, Much More.	TX0007465699 2011-12-23	Jane Stern, Michael Stern.
ROADFOOD: The Coast-to-Coast Guide to 900 of the Best Barbecue Joints, Lobster Shacks, Ice Cream Parlors, Highway Diners, and Much, Much More (Now in Its 9th Edition)	TX0007911184 2014-05-27	Jane Stern, Michael Stern.
Roadside eateries coast to coast : down-home dining even mother couldn't match / by Jane and Michael Stern.	TX0000283264 1979-02-23	Jane and Michael Stern
The Lexicon of Real American Food.	TX0007757103 2013-09-25	Jane Stern, Michael
Where to eat in Connecticut : the very best meals and the very best deals / by Jane and Michael Stern ; ill. by Ippy Patterson.	TX0001657528 1985-09-03	Jane and Michael Stern

**EXHIBIT B**

**Patents**

**None.**

**EXHIBIT C**

**Trademarks**

“Roadfood”

2,685,127 ROADFOOD (Class 16)

3,316,387 ROADFOOD (Class 42)

Drawing Type – Words, Letters, or Numbers in block form  
United States