

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM359203

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Removal of Serial Numbers 85467356 and 86042058 previously recorded on Reel 005644 Frame 0405. Assignor(s) hereby confirms the Schedule I.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JULIAN'S RECIPE, LLC		10/13/2015	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	CIT BANK, N.A.		
Street Address:	888 East Walnut Street		
Internal Address:	HQ-05-01		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4286965	CAMILLA'S KITCHEN	
Registration Number:	3960084	NO SYRUP REQUIRED	
Registration Number:	4053572	A FAMILY OF GREAT FOOD	
Registration Number:	4013302	JULIAN'S RECIPE	
Registration Number:	4102802	JULIAN'S RECIPE	
CORRESPONDENCE DATA			
Fax Number:	3107884471		
<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>			
Phone:	310-788-4442		
Email:	vickie.lee@kattenlaw.com		
Correspondent Name:	Vickie Lee c/o Katten Muchin Rosenman		
Address Line 1:	2029 Century Park East		
Address Line 2:	Suite 2600		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	387253.00003		
NAME OF SUBMITTER:	Vickie Lee		

CH \$140.00 4286965

SIGNATURE:	/Vickie Lee/
DATE SIGNED:	10/20/2015
Total Attachments: 10 source=Trademark Security Agreement [Executed]#page1.tif source=Trademark Security Agreement [Executed]#page2.tif source=Trademark Security Agreement [Executed]#page3.tif source=Trademark Security Agreement [Executed]#page4.tif source=Trademark Assignment Cover Sheet#page1.tif source=Trademark Assignment Cover Sheet#page2.tif source=Trademark Assignment Cover Sheet#page3.tif source=Trademark Assignment Cover Sheet#page4.tif source=Trademark Assignment Cover Sheet#page5.tif source=Trademark Assignment Cover Sheet#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of October 13, 2015 (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by JULIAN'S RECIPE, LLC, a New York limited liability company (the "Grantor"), in favor of CIT BANK, N.A. (the "Lender"). Reference is hereby made to that certain Credit Agreement dated as of October 13, 2015 between the Grantor (in such capacity, the "Borrower") and the Lender (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

The Lender has agreed to extend credit to the Borrower, subject to the terms and conditions set forth in the Credit Agreement. As a condition precedent to the obligation of the Lender to make its extension of credit to the Borrower under the Credit Agreement, the Grantor has executed and delivered that certain Security Agreement, dated as of October 13, 2015 in favor of the Lender (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

Under the terms of the Security Agreement, the Grantor has granted to the Lender a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office and other governmental authorities.

Accordingly, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does grant to the Lender a security interest in, all of Grantor's right, title or interest in or to any and all of the trademark and service mark registrations and applications for registration set forth in Schedule I attached hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications 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 applications under applicable federal law), together with the goodwill symbolized thereby (the "*Trademarks*").

SECTION 3. *Security Agreement.* The security interests granted to the Lender herein are granted in furtherance, and not in limitation of, the security interests granted to the Lender pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Trademarks are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. ***Governing Law.*** This Agreement shall be construed in accordance with and governed by the laws of the State of California.

SECTION 5. ***Execution In Counterparts.*** This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. Any signature delivered by a party via facsimile or electronic transmission shall be deemed to be an original signature hereto.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement by its duly authorized representative as of the date first written above.

JULIAN'S RECIPE, LLC, a New York
limited liability company

By: 
Name: Matthew L. Amigh
Title: Chief Financial Officer

Trademark Security Agreement

TRADEMARK
REEL: 005648 FRAME: 0313

Schedule I

Mark	Status	Serial No./ Registration No.	Filing Date/ Registration Date
CAMILLA'S KITCHEN	Registered	4286965	2-5-13
NO SYRUP REQUIRED	Registered	3960084	5-10-11
A FAMILY OF GREAT FOOD	Registered	4053572	11-8-11
JULIAN'S RECIPE	Registered	4013302	8-16-11
JULIAN'S RECIPE	Registered	4102802	2-21-12

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
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RECEIVING PARTY DATA			
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State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
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Registration Number:	4102802	JULIAN'S RECIPE	
Serial Number:	86042058	WAFFLE THINS	
Serial Number:	85467356	CAMILLA'S KITCHEN	
CORRESPONDENCE DATA			
Fax Number:	3107884471		
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Email:	vickie.lee@kattenlaw.com		
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Correspondent Name:	Vickie Lee c/o Katten Muchin Rosenman		

TRADEMARK

Address Line 1:	2029 Century Park East
Address Line 2:	Suite 2600
Address Line 4:	Los Angeles, CALIFORNIA 90067
ATTORNEY DOCKET NUMBER:	387253.00003
NAME OF SUBMITTER:	Vickie Lee
Signature:	/Vickie Lee/
Date:	10/13/2015
Total Attachments: 4 source=Trademark Security Agreement Executed#page1.tif source=Trademark Security Agreement Executed#page2.tif source=Trademark Security Agreement Executed#page3.tif source=Trademark Security Agreement Executed#page4.tif	
RECEIPT INFORMATION	
ETAS ID:	TM358503
Receipt Date:	10/13/2015
Fee Amount:	\$190

TRADEMARK SECURITY AGREEMENT

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JULIAN'S RECIPE, LLC, a New York
limited liability company

By: 
Name: Matthew L. Amigh
Title: Chief Financial Officer

Trademark Security Agreement

TRADEMARK
REEL: 005648 FRAME: 0319

Schedule I

Mark	Status	Serial No./ Registration No.	Filing Date/ Registration Date
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NO SYRUP REQUIRED	Registered	3960084	5-10-11
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JULIAN'S RECIPE	Registered	4013302	8-16-11
JULIAN'S RECIPE	Registered	4102802	2-21-12
WAFFLE THINS	Published (Pending) – Intent to Use	86042058	8-19-13
CAMILLA'S KITCHEN	Abandoned – Intent to Use	85467356	11-8-11