

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM362341

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RT Wholesale, LLC		11/13/2015	LIMITED LIABILITY COMPANY: ILLINOIS
Fresh & Ready Foods LLC		11/13/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Balance Point Capital Partners, L.P.		
Street Address:	285 Riverside Avenue		
Internal Address:	Suite 200		
City:	Westport		
State/Country:	CONNECTICUT		
Postal Code:	06880		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	76579692	FOODOLOGY	
Serial Number:	77859138	FRESH & READY FOODS	
Serial Number:	86787329	FOOD EVOLUTION	
CORRESPONDENCE DATA			
Fax Number:	9198216800		
<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:	9198382034		
Email:	pkarmire@smithlaw.com		
Correspondent Name:	Perky L. Karmire		
Address Line 1:	150 Fayetteville Street		
Address Line 2:	Suite 2300		
Address Line 4:	Raleigh, NORTH CAROLINA 27601		
ATTORNEY DOCKET NUMBER:	14003.2		
NAME OF SUBMITTER:	Perky L. Karmire		
SIGNATURE:	/Perky L. Karmire/		

OP \$90.00 76579692

DATE SIGNED:

11/13/2015

Total Attachments: 6

source=Food Evolution - IP Security Agreement (Executed)#page1.tif

source=Food Evolution - IP Security Agreement (Executed)#page2.tif

source=Food Evolution - IP Security Agreement (Executed)#page3.tif

source=Food Evolution - IP Security Agreement (Executed)#page4.tif

source=Food Evolution - IP Security Agreement (Executed)#page5.tif

source=Food Evolution - IP Security Agreement (Executed)#page6.tif

THE OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN INTERCREDITOR AGREEMENT (THE “INTERCREDITOR AGREEMENT”) DATED AS OF NOVEMBER 13, 2015, AMONG WINTRUST BANK, AN ILLINOIS CORPORATION (“SENIOR LENDER”), BALANCE POINT CAPITAL PARTNERS, L.P., PLEXUS FUND III, L.P., PLEXUS FUND QP III, L.P., AND TRINITY UNIVERSAL INSURANCE COMPANY TO THE INDEBTEDNESS AND OTHER LIABILITIES OWED TO SENIOR LENDER UNDER AND PURSUANT TO THAT CERTAIN LOAN AND SECURITY AGREEMENT DATED AS OF EVEN DATE THEREWITH, AND EACH RELATED “LOAN DOCUMENT” (AS DEFINED THEREIN), AND EACH HOLDER HEREOF, BY ITS ACCEPTANCE HEREOF, ACKNOWLEDGES AND AGREES TO BE BOUND BY THE PROVISIONS OF THE INTERCREDITOR AGREEMENT.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 13, 2015 by and among **BALANCE POINT CAPITAL PARTNERS, L.P.**, a Delaware limited partnership, as Collateral Agent under (and as described in) the Purchase Agreement (as defined below) (“**Collateral Agent**”), **RT WHOLESALE, LLC**, an Illinois limited liability company, d/b/a Food Evolution (“**Food Evolution**”), and **FRESH & READY FOODS LLC**, a Delaware limited liability company (“**F&R Foods**”, and together with Food Evolution and each Person that becomes a “Borrower” pursuant to Section 9.13 of the Purchase Agreement, collectively, the “**Borrowers**” and each individually, a “**Borrower**”).

RECITALS

Purchasers (as defined in the Purchase Agreement) have agreed to make certain advances of money and to extend certain financial accommodations to Borrowers under that certain Note Purchase Agreement by and among Collateral Agent, Purchasers, Borrowers and the other parties from time to time party thereto, dated as of September 11, 2014 (as amended by the First Amendment to Note Purchase Agreement, dated March 3, 2015 (the “**First Amendment**”), as further amended by the Second Amendment to Note Purchase Agreement, dated June 26, 2015 (the “**Second Amendment**”), as further amended by that certain Joinder and Third Amendment to Note Purchase Agreement and Consent, dated as of the date hereof (the “**Third Amendment**”), and as further amended, supplemented or otherwise modified from time to time, the “**Purchase Agreement**”). Pursuant to the terms of that certain Security Agreement dated September 11, 2014 in favor of Collateral Agent (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), Borrowers have granted to Collateral Agent a security interest in its personal property. Capitalized terms used herein are used as defined in the Security Agreement.

NOW, THEREFORE, Borrowers and Collateral Agent agree as follows:

AGREEMENT

To secure its obligations under the Purchase Agreement and under any other agreement now existing or hereafter arising between Borrowers, Collateral Agent and any Purchaser, Borrowers grant to Collateral Agent, a security interest in all of Borrowers’ right, title and interest in, its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibit A hereto) and 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.


Borrowers represent and warrant that Exhibit A hereto sets forth any and all intellectual property rights in connection to which Borrowers have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office or any other agency of any state or country responsible for the registration of any patent, trademark, copyright, or similar protection, 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.

[Signature page follows.]

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.

BORROWERS:

RT WHOLESALE, LLC d/b/a Food Evolution

By: 
Name: Bret Schultz
Its: President

FRESH & READY FOODS LLC

By: _____
Name: Carr Preston
Its: Vice President

**COLLATERAL AGENT:
BALANCE POINT CAPITAL PARTNERS, L.P.**

By: Balance Point Capital Managers, LLC
Its: General Partner

By: _____
Name: _____
Its: _____

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.

BORROWERS:

RT WHOLESALE, LLC d/b/a Food Evolution

By: _____
Name: Bret Schultz
Its: President

FRESH & READY FOODS LLC

By: *Carr T Preston*
Name: Carr Preston
Its: Vice President

**COLLATERAL AGENT:
BALANCE POINT CAPITAL PARTNERS, L.P.**

By: Balance Point Capital Managers, LLC
Its: General Partner

By: _____
Name: _____
Its: _____

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.

BORROWERS:

RT WHOLESALE, LLC d/b/a Food Evolution

By: _____
Name: Bret Schultz
Its: President

FRESH & READY FOODS LLC

By: _____
Name: Carr Preston
Its: Vice President

**COLLATERAL AGENT:
BALANCE POINT CAPITAL PARTNERS, L.P.**

By: Balance Point Capital Managers, LLC
Its: General Partner

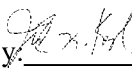
By:  _____
Name: _____ Justin Kaplan
Its: _____ Partner

EXHIBIT A

Intellectual Property

1. TRADEMARKS

Foodology – U.S. Trademark

Owner: Fresh & Ready Foods LLC
Type of Mark: Service Mark
Status: Registered/Renewed
Serial No.: 76579692
Filing Date: 3/8/2004
Registration No.: 3052226
Registration Date: 1/31/2006
Renewal Date: 1/31/2026

Fresh & Ready Foods -- U.S. Trademark (service mark)

Owner: Fresh & Ready Foods LLC
Type of Mark: Service Mark
Status: Registered/Renewed
Serial No.: 77859138
Filing Date: 10/28/2009
Registration No.: 3813582
Registration Date: 7/6/2010

Food Evolution – U.S. Trademark

Owner: RT Wholesale, LLC d/b/a Food Evolution
Type of Mark: Standard Character Mark
Status: Registered
Serial No.: 86787329
Filing Date: October 14, 2015

2. PATENTS

None.

3. COPYRIGHTS

None.