

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM364687

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bradshaw International, Inc.		12/03/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	3137336	SUPER EASY OPEN	
Registration Number:	3856000	LUNCH BOX 2-GO	
Registration Number:	4356219	GOURMET SOLUTIONS	
Registration Number:	2833941	GOURMET SOLUTIONS	
Registration Number:	3546528	CLICK & FRESH	
Registration Number:	3553395	SOUPER LUNCH SET TO-GO	
Registration Number:	3855981	SALAD ON THE RUN	
Registration Number:	3855983	MEALS ON THE RUN	
Registration Number:	4030037	GREEN SOLUTIONS	
Registration Number:	4248895	TABLE READY FOOD STORAGE	
Registration Number:	4743476	DON'T TOSS IT WASH IT!	
Registration Number:	4421282	EZ STRAIN	
Serial Number:	77896309	CEREAL ON THE RUN	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312-577-8438		
Email:	raquel.haleem@kattenlaw.com		

CH \$340.00 3137336

Correspondent Name: Raquel Haleem c/o Katten Muchin Rosenman
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 387132-88

NAME OF SUBMITTER: Raquel Haleem

SIGNATURE: /Raquel Haleem/

DATE SIGNED: 12/04/2015

Total Attachments: 4

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TRADEMARK COLLATERAL AGREEMENT

This 3rd day of December 2015, Bradshaw International, Inc., a Delaware corporation (“*Debtor*”), with its principal place of business and mailing address at 9409 Buffalo Street, Rancho Cucamonga, California 91730, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants to Antares Capital LP (“*Antares*”), with its mailing address 500 West Monroe Street, Chicago, Illinois 60661, Attn: Bradshaw Account Officer, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (Antares acting as such administrative agent and any successor(s) or assign(s) to Antares acting in such capacity being hereinafter referred to as the “*Agent*”) a lien on and security interest in, and acknowledges and agrees that the Agent has and shall continue to have for the benefit of the Secured Creditors, a continuing lien on and security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

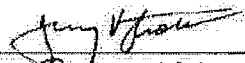
to secure the payment and performance of all Secured Obligations as set out in that certain Security Agreement dated December 28, 2012 (the “*Security Agreement*”), by and among the Debtor, the other debtors from time to time party thereto, and the Agent, as the same may be amended, modified, or restated from time to time.

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate to create a security interest in favor of Agent on an “intent-to-use” trademark as collateral security for the Secured Obligations at any time prior to the first use thereof, by the recording of a Statement of Use or amendment to allege use with the United States Patent and Trademark Office. At any time after the first use thereof, such an application shall cease to be exempted from this Trademark Collateral Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.


IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year first above written.

BRADSHAW INTERNATIONAL, INC., a
Delaware corporation

By: 
Name: JERRY VIGLIOTTI
Title: CFO

Accepted and agreed to as of the date and year first above written.

ANTARES CAPITAL LP, as Agent

By: 
Name: _____
Title: Duly Authorized Signatory

**David K. Swanson
Managing Director**

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

FEDERAL TRADEMARK REGISTRATIONS

TRADEMARK	Description and Registration Number	REGISTERED DATE
SUPER EASY OPEN	FOODSTORAGE, HOUSEWARES #3,137,336	8/29/2006
LUNCH BOX 2-GO	FOODSTORAGE, HOUSEWARES #3856000	10/5/2010
GOURMET SOLUTIONS	FOOD STORAGE, KITCHEN TOOLS, CLEANING SETS #4,356,219	6/25/2013
GOURMET SOLUTIONS	KITCHEN TOOLS, #2,833,941	4/20/2004
CLICK N FRESH	FOODSTORAGE, HOUSEWARES #3,546,528	12/16/2008
SOUPER LUNCH SET TO-GO	FOODSTORAGE, HOUSEWARES #3,553,395	12/30/2008
SALAD ON THE RUN	FOODSTORAGE, HOUSEWARES #3,855,981	10/5/2010
MEALS ON THE RUN	FOODSTORAGE, HOUSEWARES #3,855,983	10/5/2010
CEREAL ON THE RUN	FOODSTORAGE, HOUSEWARES #77896309	10/12/2010
Green Solutions	BIODEGRADABLE FOOD STORAGE & BAGS #4,030,037	9/20/2011
TABLE READY	FOODSTORAGE, HOUSEWARES #4,248,895	11/1/12
DON'T TOSS IT WASH IT	DISHES, CL. 2,13,23,29,30,33,40,50 REG# 4,743,476	5/26/15
GOURMET SOUTIONS	This is a Canadian Trademark # TMA914,708	6/21/15
EZ STRAIN	cl. 21 Cooking Pots, Strainers #4,421,282	10/22/2013

UNREGISTERED TRADEMARKS

