TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM387154

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900364816

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MOTHER'S MARKET & KITCHEN, INC.	FORMERLY MRMMK CO.	08/04/2015	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	OPUS BANK
Street Address:	131 W. COMMONWEALTH AVENUE
City:	FULLERTON
State/Country:	CALIFORNIA
Postal Code:	92832
Entity Type:	a California commercial bank: CALIFORNIA

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	1440871	MOTHER'S MARKET & KITCHEN
Registration Number:	4351038	MOTHER'S MARKET & KITCHEN
Registration Number:	4668030	MOTHER'S KITCHEN
Registration Number:	4712868	MOTHER'S MARKET

CORRESPONDENCE DATA

Fax Number: 2138960400

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.

Phone: 2138915604
Email: aarnelle@buchalter.com
Correspondent Name: Amy Arnelle
Address Line 1: 1000 Wilshire Boulevard, Suite 1500
Address Line 4: Los Angeles, CALIFORNIA 90017

ATTORNEY DOCKET NUMBER:	O5921-0068
NAME OF SUBMITTER:	Amy Arnelle
SIGNATURE:	/Amy Arnelle/
DATE SIGNED:	06/08/2016

Total Attachments: 5
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source=OPUS trademark#page2.tif
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source=OPUS trademark#page4.tif
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "*Trademark Security Agreement*") is made this 4th day of August, 2015, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "*Grantors*" and each individually "*Grantor*"), and OPUS BANK, a California commercial bank ("*Bank*").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of August 4, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among MRMMK CO., a Delaware corporation ("*Borrower*"), and Bank, Bank agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Bank is willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Bank that certain Security Agreement, dated as of even date with the Credit Agreement (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "*Security Agreement*"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Bank this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants, assigns, and pledges to Bank to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "*Security Interest*") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "*Trademark Collateral*"):

(a) all of its Trademarks and exclusive Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. **SECURITY FOR SECURED OBLIGATIONS**. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark

Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Bank, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT**. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Bank pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Bank with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT**. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Bank with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Bank unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Bank's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS**. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

Grantor:

MRMMK CO.,
a Delaware corporation

By: _____
Name: Justin C. Jacobs
Title: President, Chief Executive Officer and Treasurer

[Signatures continue on the following page.]

ACCEPTED AND ACKNOWLEDGED BY:

BANK:

OPUS BANK,
a California commercial bank

By: _____
Name: Ray Boyadjian
Title: Managing Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Copyright	Registration No.	Registration Date
MRMMK Co.	China		10449805	4/14/2015
MRMMK Co.	United States		1,440,871	5/26/87
MRMMK Co.	United States (California)		72686B	4/2/84
MRMMK Co.	United States	**MOTHER'S MARKET & KITCHEN**	4,351,038	6/11/13
MRMMK Co.	United States	**MOTHER'S KITCHEN**	4,668,030	1/6/15
MRMMK Co.	United States	**MOTHER'S MARKET**	4,712,868	3/31/15

Trade Names

MRMMK Co. may elect to use a trade name, which will be decided in connection with the closing of the Subject Transaction.

Common Law Trademarks

None to Grantors' knowledge other than those listed above.

Trademarks Not Currently In Use

None to Grantors' knowledge.

Trademark License

None to Grantors' knowledge.