

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM410396

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sterling Business Credit, LLC, f/k/a Newstar Business Credit, LLC		12/23/2016	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Bello, LLC
<b>Street Address:</b>	c/o AUA Private Equity Partners, LLC
<b>Internal Address:</b>	666 Fifth Avenue, 27th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10103
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1076064	LOVE AND QUICHES
Registration Number:	3812315	CAKES FOR KIDS
Registration Number:	3842483	DESSERT PARTNER
Registration Number:	4720870	DESSERTS FROM THE HEART
Registration Number:	3540856	GOURMET GRAB & GO
Registration Number:	4633474	LOVE & QUICHES GOURMET
Registration Number:	4288552	LOVE AND QUICHES
Registration Number:	3539748	OATMEAL CHEWIE
Registration Number:	3993966	SWEET SINGLES

## CORRESPONDENCE DATA

Fax Number: 3129847700

*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: 312.372.2000

Email: umattsson@mwe.com, cvicino@mwe.com, jszczesny@mwe.com

Correspondent Name: Carolyn M. Vicino

Address Line 1: McDermott Will &amp; Emery LLP

CH \$240.00 1076064

**Address Line 2:** 227 W. Monroe Street, Suite 4400  
**Address Line 4:** Chicago, ILLINOIS 60606-5096

**NAME OF SUBMITTER:** Carolyn M. Vicino

**SIGNATURE:** /Carolyn M. Vicino/

**DATE SIGNED:** 12/28/2016

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Trademark Assignment") is effective as of December 23, 2016 and is between Sterling Business Credit, LLC, a Delaware limited liability company (the "Assignor") and Bello, LLC, a Delaware limited liability company (the "Assignee").

### RECITALS

A. The Assignor is the holder, as secured party in possession of the trademarks of Love & Quiches, Ltd. ("Debtor") set forth on Schedule A hereto, together with the goodwill of the business associated therewith (collectively referred to as the "Marks"); and

B. Pursuant to the terms of that certain Secured Party Bill of Sale, dated as of December [23], 2016 by and among the Assignee, Assignor and certain other parties thereto (the "Bill of Sale"), the Assignor, as secured party in possession, has agreed to transfer all of Debtor's right, title and interest in and to the Marks to the Assignee.

### AGREEMENTS

For the good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

1. The Assignor, as secured party in possession, does hereby irrevocably sell, assign, transfer, convey and deliver to the Assignee, its successors and permitted assigns, all of Debtor's right, title and interest, in and to the Marks, and all of the goodwill of the business associated with the Marks, together with that portion of Debtor's business to which the Marks pertain, and all registrations and pending applications for the Marks, any renewals of the registrations, in all countries throughout the world, together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

2. The Assignor hereby requests the Commissioner for Trademarks at the United States Patent and Trademark Office (the "Commissioner"), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over any of the Marks, to record this Trademark Assignment. The Assignor hereby further requests the Commissioner and his or her non-US counterparts to issue any and all trademark registrations resulting from applications among the Marks or derived therefrom to the Assignee as assignee of the entire interest therein.

3. This Trademark Assignment is in all respects subject to the provisions of the Bill of Sale and is not intended in any way to supersede, limit, qualify or expand any provision of the Bill of Sale.

4. Upon reasonable request by the Assignee, the Assignor will execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or reasonably requested by the Assignee to vest

full title in and to All Marks in the Assignee or which may be necessary to obtain, renew, issue or enforce all Marks. Assignor hereby authorizes Assignee, and does hereby make, constitute and appoint Assignee, and its officers, agents, successors and assigns with full power of substitution as the Assignor's true and lawful attorney-in-fact, with power, in Assignee's own name or the name of Assignor, to execute any such further papers; provided, that Assignee shall not execute any such further papers unless Assignor has failed to do so within 5 business days of Assignee's delivery to Assignor of a written request therefor.

5. This Trademark Assignment may be executed in any number of counterparts (including by means of facsimile and electronically transmitted portable document format (.pdf) signature pages), each of which shall be an original but all of which together shall constitute one and the same instrument.

6. This Trademark Assignment shall be governed by and construed in accordance with the domestic laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

7. No amendment of any provision of this Trademark Assignment shall be valid unless the same shall be in writing and signed by the Assignor and the Assignee. No waiver by any party of any provision of this Trademark Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

8. This Trademark Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

\* \* \*

**IN WITNESS WHEREOF**, the Assignor and the Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

**ASSIGNOR:**

STERLING BUSINESS CREDIT, F/K/A  
NEWSTAR BUSINESS CREDIT, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Address for Notices:  
8401 North Central Expressway  
Suite 600  
Dallas, TX 75225  
E-mail: bcoffin@snb.com

**ASSIGNEE:**

BELLO, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Address for Notices:  
c/o AUA Private Equity Partners, LLC  
666 Fifth Avenue, 27<sup>th</sup> Floor  
New York, NY 10103  
Attention: Steven Flyer  
E-mail: steven.flyer@auaequity.com

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

**ASSIGNOR:**

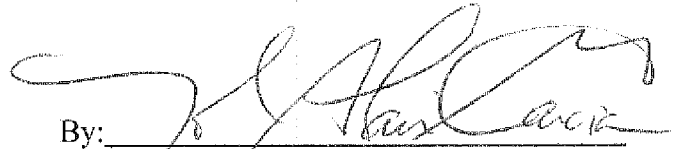
STERLING BUSINESS CREDIT, F/K/A  
NEWSTAR BUSINESS CREDIT, LLC

**ASSIGNEE:**

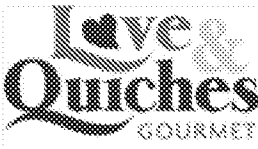
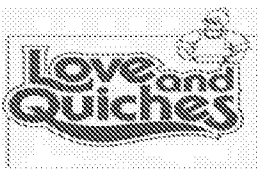
BELLO, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Address for Notices:  
8401 North Central Expressway  
Suite 600  
Dallas, TX 75225  
E-mail: bcoffin@snb.com

By:   
Name: John Afair-Garcia  
Its: Chief Executive Officer

Address for Notices:  
c/o AUA Private Equity Partners, LLC  
666 Fifth Avenue, 27<sup>th</sup> Floor  
New York, NY 10103  
Attention: Steven Flyer  
E-mail: steven.flyer@auaequity.com

Trademark	Application Number (Application Date)	Registration Number (Registration Date)	Owner Information
LOVE AND QUICHES	73090505 (June 15, 1976)	1076064 (October 25, 1977)	Love & Quiches Limited (New York Corp.) Freeport, New York  <i>A security interest is recorded against this trademark registration in favor of LaSalle Bank National Association dated 5.19.2000 and recorded at reel/frame 2089/0032.</i>  <i>A second security interest is recorded against this trademark registration in favor of Wells Fargo Business LaSalle Bank National Association dated 5.27.2004 and recorded at reel/frame 2993/0662.</i>
CAKES FOR KIDS	77796137 (August 4, 2009)	3812315 (June 29, 2010)	Love and Quiches Limited (New York Corp.) Freeport, New York
DESSERT PARTNER	77688239 (March 11, 2009)	3842483 (August 31, 2010)	Love and Quiches Limited (New York Corp.) Freeport, New York
DESSERTS FROM THE HEART	86011157 (July 16, 2013)	4720870 (April 14, 2015)	Love and Quiches Limited (New York Corp.) Freeport, New York
GOURMET GRAB & GO	77090746 (January 25, 2007)	3540856 (December 2, 2008)	Love and Quiches Limited (New York Corp.) Freeport, New York
	86011123 (July 16, 2013)	4633474 (November 4, 2014)	Love and Quiches Limited (New York Corp.) Freeport, New York
	85648529 (June 11, 2012)	4288552 (February 12, 2013)	Love and Quiches Limited (New York Corp.) Freeport, New York
OATMEAL CHEWIE	77391967 (February 8, 2008)	3539748 (December 2, 2008)	Love and Quiches Limited (New York Corp.) Freeport, New York
SWEET SINGLES	85202959	3993966	Love and Quiches Limited (New