

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM426423

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Midcap Funding X Trust		05/03/2017	Statutory Trust: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Catalyst Capital Group Inc.		
<b>Street Address:</b>	181 Bay Street Suite 4700, P.O. Box 792		
<b>Internal Address:</b>	Bay Wellington Tower Brookfield Place		
<b>City:</b>	Toronto, ON		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5J 2T3		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4160227	FRESH & GREEN'S	
<b>Registration Number:</b>	4364049		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6178568201		
<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>			
<b>Phone:</b>	617-856-8145		
<b>Email:</b>	ip@brownrudnick.com		
<b>Correspondent Name:</b>	Mark S. Leonardo		
<b>Address Line 1:</b>	One Financial Center		
<b>Address Line 2:</b>	Brown Rudnick LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02111		
<b>NAME OF SUBMITTER:</b>	MARK S. LEONARDO		
<b>SIGNATURE:</b>	/MARK S. LEONARDO/		
<b>DATE SIGNED:</b>	05/05/2017		
<b>Total Attachments: 4</b>			
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**INTELLECTUAL PROPERTY ASSIGNMENT OF SECURITY INTEREST**

**WHEREAS** Natural Market Restaurants Corp. granted a security interest in the trademarks referred to in Schedule A (the “**Trademarks**”) to Midcap Funding X Trust (“**Assignor**”), in its capacity as administrative agent for and on behalf of itself and the other lenders, pursuant to that certain Intellectual Property Security Agreement dated as of June 27, 2016 (the “**Security Interest**”), which was recorded with the United States Patent and Trademark Office at Reel 5822, Frame 0561, on June 27, 2016;

**WHEREAS** Assignor has sold, assigned and transferred, set-over and conveyed to The Catalyst Capital Group Inc., on behalf of those investment funds managed or advised by it (“**Assignee**”), and Assignee has assumed, all of Assignor’s right, title and interest and obligations under, among other things, the Security Interest, “as is, where-is and with all faults and defects” and without representation or warranty of any kind, pursuant to that certain Loan Purchase and Sale and Agency Assignment Agreement made as of May 3, 2017.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor confirms it has sold, assigned and transferred, set-over and conveyed to Assignee, “as is, where-is and without all faults and defects” and without recourse, representation, warranty or indemnity, express or implied, and Assignee confirms it has assumed, and for greater certainty, Assignor hereby sells, assigns and transfers, sets-over and conveys to Assignee, “as is, where-is and without all faults and defects” and without recourse, representation, warranty or indemnity, express or implied, and Assignee hereby assumes, all of Assignor’s right, title and interest and obligations under the Security Interest, effective as of May 3, 2017.

The parties may sign this Intellectual Property Assignment of Security Interest (this “**Assignment**”) in several counterparts, each of which will be deemed an original but all of which together will constitute one instrument. The parties agree that delivery of this Assignment may be effected by means of an exchange of facsimile or other electronic copies.

*[Remainder of the page left blank. Signature page follows.]*

IN WITNESS WHEREOF, the parties has executed this agreement on the dates written below.

**MIDCAP FUNDING X TRUST**

By: Apollo Capital Management, L.P., its investment manager

By: Apollo Capital Management GP, LLC, its general partner

By: 

Name: Maurice Amsellem

Title: Authorized Signatory

Date: \_\_\_\_\_

**THE CATALYST CAPITAL GROUP INC.**, on behalf  
of those investment funds managed or advised by it

By: 

Name: Gabriel de Alba

Title: Managing Director and Partner


Date: \_\_\_\_\_

*Signature Page to Intellectual Property Assignment of Security Interest to Catalyst (US)- NMRC*

**TRADEMARK**  
**REEL: 006050 FRAME: 0989**

**SCHEDULE A**

**TRADEMARKS**

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
FRESH & GREEN'S	Registration Number: 4,160,227	Registration Date: 6/19/2012
	Registration Number: 4,364,049	Registration Date: 7/9/2013
MISC DESIGN (LOTUS FLOWER)		