

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM567450

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GE Financial Services, Inc.	FORMERLY Merrill Lynch Business Financial Services and Merrill Lynch Capital	03/01/2013	Corporation: ILLINOIS

RECEIVING PARTY DATA

Name:	World's Finest Chocolates, Inc.
Street Address:	4801 South Lawndale
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60632
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	3246789	A LITTLE ZING
Registration Number:	1748404	APPLE SEED
Registration Number:	1537842	CHICAGO PACKING & PROVISION
Registration Number:	2216591	CHICKEN CLASSICS
Registration Number:	2727690	CHICKEN CREATIONS
Registration Number:	1561173	CHICKEN GEMS
Registration Number:	2846863	FAMILY OF FUNDRAISERS
Registration Number:	2860429	FREEQUENT BUYER
Registration Number:	3139976	G
Registration Number:	2648025	MARKET DAY
Registration Number:	1225330	MARKET DAY
Registration Number:	2638229	MARKET DAY
Registration Number:	1522087	MARKET DAY
Registration Number:	1701174	MARKET DAY ... THE ORIGINAL FUNDRAISING
Registration Number:	3618985	MARKET DAY DIRECT
Registration Number:	3101750	MARKET DAY GOURMET
Registration Number:	3618788	MARKET DAY NATURALS

CH \$715.00 3246789

Property Type	Number	Word Mark
Registration Number:	2334876	REPPAK
Registration Number:	2903282	RANCH STEAKS
Registration Number:	2754879	SCHOOLSHARE
Registration Number:	1791794	SPLIT-TOPPER
Registration Number:	3024538	SQUAREWICHES
Registration Number:	2186361	TASTE FOR HEALTH
Registration Number:	3622200	TASTE FOR HEALTH
Registration Number:	3855580	TASTE OF MARKET DAY
Registration Number:	3256878	TASTE THE GIFT OF GIVING
Registration Number:	2973441	
Registration Number:	3606800	A FUNDRAISER LIKE NO OTHER

CORRESPONDENCE DATA

Fax Number: 6169881736
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: 6168311736
Email: petersonl@millerjohnson.com
Correspondent Name: Brittany R. Harden
Address Line 1: 45 Ottawa Ave SW Ste 1100
Address Line 4: Grand Rapids, MICHIGAN 49503-4009

ATTORNEY DOCKET NUMBER:	4715-1
NAME OF SUBMITTER:	Brittany R. Harden
SIGNATURE:	/Brittany R. Harden/
DATE SIGNED:	03/17/2020

Total Attachments: 19
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March 1, 2013

Markey Day Corporation
555 West Pierce Road, Suite 200
Itasca, IL 60142
Attn: Ms. Kristine Holtz

Re: **Asset Purchase Agreement**

Ladies and Gentlemen:

Reference is made to that certain Credit Agreement dated as of April 15, 2005 (as amended, the "Credit Agreement") among Market Day Corporation ("Borrower"), SV-MD Holdings, Inc. ("Holdings"), Market Day Gourmet, Inc. ("Gourmet"; Gourmet, Borrower and Holdings, each a "Credit Party" and collectively, the "Credit Parties"), the financial institutions parties thereto (each, a "Lender" and collectively, the "Lenders"), and GE Business Financial Services Inc., formerly known as Merrill Lynch Business Financial Services Inc., as administrative agent ("Administrative Agent") for the benefit of the Lenders. All undefined capitalized terms used herein shall have the meanings set forth in the Credit Agreement.

The Administrative Agent, on behalf of itself and the Lenders, hereby consents to (i) the transactions contemplated by that certain Asset Purchase Agreement, dated February 18, 2013 (as amended by Amendment No. 1 thereto dated as of the date hereof but without giving effect to any other amendments, waivers or modifications thereto unless the Administrative Agent has provided its prior written consent), between Borrower, GFS Marketplace I, LLC and GFS Marketplace North America, LLC (the "Purchase Agreement"), (ii) such amendments to the organizational documents of the Credit Parties as are required by the Purchase Agreement, (iii) the retention by the Borrower of a portion of the sale proceeds received under the Purchase Agreement in an amount not to exceed \$1,750,000 to cover outstanding checks issued by the Credit Parties and (iv) the retention by Administrative Agent of \$300,000 of sale proceeds to be disbursed pursuant to the terms of that certain Letter Agreement Regarding Wind-Down Funding of Market Day Corporation and Market Day Gourmet dated as of the date hereof (the "Wind-Down Agreement") among Borrower, Gourmet, Shepherd Consulting, Inc. and Administrative Agent; provided, that such consents are conditioned upon (1) all such transactions contemplated by the Purchase Agreement having been consummated in accordance with the terms of such Purchase Agreement or otherwise on terms acceptable to Administrative Agent in its sole discretion and (2) the Administrative Agent's receipt of proceeds from the sale under the Purchase Agreement (exclusive of the amounts specified in clauses (iii) and (iv) above) in an amount of at least \$13,851,350 (the "Proceeds").

Upon receipt of the Proceeds, the Administrative Agent agrees (i) to release all liens, security interest and encumbrances that the Administrative Agent has in or on the Purchased Assets as defined in the Purchase Agreement (the "Security Interests"), (ii) to

deliver to the Borrower UCC termination statements and releases in respect of the Security Interests for filing with the appropriate filing offices, and (iii) to take such further actions and execute and deliver such other documents and agreements as may be reasonably required to further evidence the termination and the release of the Security Interests at the expense of the Credit Parties.

This consent is effective solely for the purposes set forth herein and shall not be deemed to (w) except as expressly provided herein, waive, release, modify or limit any Credit Party's obligations to otherwise comply with all terms and conditions of the Credit Agreement and the other Financing Documents, (x) except as expressly provided herein, be a consent to any amendment, waiver or modification of any term or condition of the Credit Agreement or of any other Financing Document, (y) waive any existing or future Event of Default or (z) prejudice any right or rights that Administrative Agent or Lenders may have or may have in the future under or in connection with the Credit Agreement or any other Financing Document. Except as specifically waived above, the Credit Agreement and the other Financing Documents shall remain in full force and effect and are hereby ratified and confirmed.

This letter shall be governed by the internal laws of the State of Illinois and may be executed in any number of counterparts, each of which when so executed shall be deemed an original, but all such counterparts shall constitute one and the same instrument.

This letter and the Wind-Down Agreement constitute the entire agreement and understanding among the Administrative Agent and the Credit Parties as to the subject matter contained herein and in the Wind-Down Agreement and supersede any and all prior agreements and understandings, oral or written, relating to the subject matter herein and in the Wind-Down Agreement.

[Signature Page Follows]

Very truly yours,

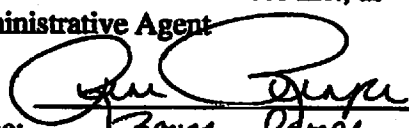
**ADMINISTRATIVE AGENT AND
LENDERS:**

**GE BUSINESS FINANCIAL SERVICES
INC., formerly known as Merrill Lynch
Business Financial Services Inc., as
Administrative Agent**

By:

Name:

Title:



Bruce R. Damp

Senior Vice President

EXHIBIT A

MARK	REGISTRATION NO.
A fundraiser like no other	3,606,800
A Little Zing	3,246,789
Apple Seed & Design	1,748,404
A-W-A & Design (Apples Within Apples design)	2,973,441
Chicago Packing & Provision	1,537,842
Chicken Classics	2,216,591
Chicken Creations	2,727,690
Chicken Gems	1,561,173
Family of Fundraisers	2,846,863
Frequent Buyer	2,860,429
G & Design (Apple Design) (Classes 29, 30, 32)	3,139,976
Market Day (multi-class)	2,648,025
Market Day	1,225,330
Market Day & Design (multiclass)	2,638,229
Market Day & Design	1,522,087
Market Day . . . the <u>Original</u> Fundraising Food Cooperative & Design	1,701,174
Market Day Direct (text only)	3,618,985
Market Day Gourmet (ITU-Classes 29/30/32)	3,101,750
Market Day Naturals plus design	3,618,788
RepPak	2,334,876
Ranch Steaks	2,903,282
School Share (US)	2,754,879
SchoolShare (Canada)	615,927
SchoolShare & Design (Canada)	584,439
Split-Topper	1,791,794
Squarewiches	3,024,538
Taste for Health & Design	2,186,361
Taste for Health (standard character drawing)	3,622,200
Taste of Market Day	3,855,580
Taste the Gift of Giving (Classes 2/13/23/29/30/33/40/50)	3,256,878

Document Number:
2013032644-1

Filing Date and Time:
3/6/2013 9:26:51 AM

(This document was filed electronically.)

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Laura Kane	
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
Barnes & Thornburg LLP	
171 Monroe Avenue N.W.	
Suite 1000	
Grand Rapids	MI 49503

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 2013029377-9	1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.
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2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. **ASSIGNMENT** (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. DELETE name: Give record name to be deleted in item 6a or 6b. ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME				
OR	6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME				
OR	7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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7d. <u>SEE INSTRUCTIONS</u>	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME GE Business Financial Services, Inc., as Agent				
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

10. OPTIONAL FILER REFERENCE DATA

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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UNIFORM COMMERCIAL CODE

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AM

A. NAME & PHONE OF CONTACT AT FILER [optional]
LAURA A. KANE 616-742-3922
B. SEND ACKNOWLEDGMENT TO: (Name and Address)
LAURA A. KANE
171 MONROE AVENUE N.W., SUITE 1000
GRAND RAPIDS, MI, 49503

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
09728066
1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.
3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.
4. ASSIGNMENT (Full or Partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.
5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.
CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party.
DELETE name: Give record name to be deleted in item 6a or 6b.
ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:
6a. ORGANIZATION'S NAME
OR
6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX
7. CHANGED (NEW) OR ADDED INFORMATION:
7a. ORGANIZATION'S NAME
OR
7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX
7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
7d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.
Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.
THE SECURED PARTY HEREBY RELEASES FROM THE REFERENCED FINANCING STATEMENT THE PURCHASED ASSETS? AS DEFINED IN THAT CERTAIN ASSET PURCHASE AGREEMENT DATED FEBRUARY 18, 2013 (SUCH AGREEMENT, AS AMENDED BY AMENDMENT NO. 1 THERETO AND AS IN EFFECT ON FEBRUARY 28, 2013, THE AGREEMENT?) AMONG THE DEBTOR, GFS MARKETPLACE I, LLC, AS BUYER, AND GFS MARKETPLACE NORTH AMERICA, LLC, AS GUARANTOR.
AS USED ABOVE, THE TERM PURCHASED ASSETS? MEANS, EXCEPT FOR THE EXCLUDED ASSETS, ALL PROPERTY, ASSETS AND RIGHTS OF ANY KIND AND DESCRIPTION, WHETHER REAL, PERSONAL OR MIXED, TANGIBLE OR INTANGIBLE, WHEREVER LOCATED, OWNED BY DEBTOR, INCLUDING (A) PRE-PAID EXPENSES, DEPOSITS, CLAIMS FOR REFUNDS, REBATES AND RIGHTS OF OFFSET, (B) ACCOUNTS AND NOTES RECEIVABLE, (C) PURCHASED INVENTORY, (D) TANGIBLE PERSONAL PROPERTY, (E) REAL PROPERTY AND RELATED FIXTURES AND IMPROVEMENTS, (F) OWNED INTELLECTUAL PROPERTY ASSETS (INCLUDING TELEPHONE AND TELECOPY NUMBERS, E-MAIL ADDRESSES, TRADE NAMES AND COMPANY NAMES (INCLUDING MARKET DAY?)), (G) BOOKS AND RECORDS, (H) GOVERNMENTAL AUTHORIZATIONS, TO THE EXTENT TRANSFERABLE, (I) CLAIMS AGAINST THIRD PERSONS (INCLUDING CLAIMS UNDER INSURANCE POLICIES TO THE EXTENT SUCH POLICIES COVER THE PURCHASED ASSETS), WHETHER CHOATE OR INCHOATE, (J) RIGHTS UNDER ASSIGNED CONTRACTS, (K) ALL OF THE

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.
9a. ORGANIZATION'S NAME
GE BUSINESS FINANCIAL SERVICES INC., AS AGENT
OR
9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

11. INITIAL FINANCING STATEMENT FILE # (same as item 1a on Amendment form)
09728066

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT (same as item 9 on Amendment form)

12a. ORGANIZATION'S NAME

GE BUSINESS FINANCIAL SERVICES INC., AS AGENT

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

13. Use this space for additional information

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THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

ISSUED AND OUTSTANDING EQUITY INTERESTS OF THE NEW SUBSIDIARY, AND (L) GOODWILL.

ALL UNDERLINED TERMS USED ABOVE (AND IN THE DEFINITIONS BELOW) SHALL HAVE THE FOLLOWING MEANINGS:

?AFFILIATE? MEANS, AS APPLIED TO ANY PERSON, ANY OTHER PERSON WHO CONTROLS, IS CONTROLLED BY, OR IS UNDER COMMON CONTROL WITH, SUCH PERSON. FOR PURPOSES OF THIS DEFINITION, **?CONTROL?** MEANS THE POSSESSION, DIRECTLY OR INDIRECTLY THROUGH ONE OR MORE INTERMEDIARIES, OF THE POWER TO DIRECT THE MANAGEMENT AND POLICIES OF A PERSON, WHETHER THROUGH THE OWNERSHIP OF STOCK, BY CONTRACT OR OTHERWISE. NEITHER THE AGENT NOR ANY LENDER WILL BE CONSIDERED AN AFFILIATE OF DEBTOR OR ITS RESPECTIVE AFFILIATES.

?AGENT? MEANS GE BUSINESS FINANCIAL SERVICES INC., FORMERLY KNOWN AS MERRILL LYNCH BUSINESS FINANCIAL SERVICES, INC., AS ADMINISTRATIVE AGENT.

?ASSIGNED CONTRACTS? MEANS THOSE CONTRACTS OF DEBTOR SET FORTH ON SCHEDULE 8.1 TO THE AGREEMENT AND THE ASSIGNED REAL PROPERTY LEASES.

?ASSIGNED REAL PROPERTY LEASES? MEANS THE REAL PROPERTY LEASES SET FORTH ON SCHEDULE 8.2 TO THE AGREEMENT.

?ASSIGNMENTS? HAS THE MEANING SET FORTH IN SECTION 5.1(f) OF THE AGREEMENT.

?BOOKS AND RECORDS? INCLUDES ALL DATA, DOCUMENTS, LEDGERS, DATABASES, BOOKS, RECORDS, BUSINESS PLANS, RECORDS OF SALES, CUSTOMER AND SUPPLIER LISTS, FILES, CONTRACTS AND ORGANIZATIONAL DOCUMENTS.

?BUSINESS? HAS THE MEANING SET FORTH IN THE SECOND PARAGRAPH OF THE AGREEMENT.

?CLOSING? MEANS THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THE AGREEMENT.

?COMPANY BENEFIT PLAN? MEANS EACH EMPLOYEE BENEFIT PLAN CURRENTLY SPONSORED, CO-SPONSORED, MAINTAINED OR CURRENTLY CONTRIBUTED TO BY DEBTOR AND COVERING AN EMPLOYEE, FORMER EMPLOYEE OR BENEFICIARY THEREOF OF DEBTOR.

?CONTRACT? MEANS ANY AGREEMENT, CONTRACT, OBLIGATION, PROMISE OR UNDERTAKING (WHETHER WRITTEN OR ORAL AND WHETHER EXPRESS OR IMPLIED) THAT IS LEGALLY BINDING.

?EMPLOYEE BENEFIT PLAN? MEANS ANY **?EMPLOYEE PENSION BENEFIT PLAN?** OR **?EMPLOYEE WELFARE BENEFIT PLAN?** AS DEFINED UNDER ERISA (WHETHER OR NOT SUBJECT TO ERISA), AND ANY INCENTIVE COMPENSATION PLAN, BENEFIT PLAN FOR RETIRED EMPLOYEES, PLAN OR CONTRACT PROVIDING FOR PAYMENTS SUBJECT TO SECTION 409A OF THE CODE, BONUSES, COMMISSIONS, PENSIONS, PROFIT -SHARING, STOCK OPTIONS, STOCK PURCHASE RIGHTS, RESTRICTED STOCK, PHANTOM STOCK, DEFERRED COMPENSATION, INSURANCE RELATING TO ACCIDENTS, HEALTH OR SICKNESS, RETIREMENT BENEFITS, VACATION, SEVERANCE, DISABILITY, COMPENSATION, EMPLOYEE ASSISTANCE OR COUNSELING, EDUCATIONAL ASSISTANCE, **?125/CAFETERIA/FLEXIBLE BENEFITS,** ADOPTION ASSISTANCE, GROUP LEGAL, FRINGE BENEFIT OR PAYROLL PRACTICE OF ANY NATURE, COVERING ANY CURRENT OR FORMER (INCLUDING RETIRED) EMPLOYEES OF A PERSON OR UNDER WHICH SUCH PERSON HAS ANY REMAINING LIABILITY OR OBLIGATION, AND ANY OTHER EMPLOYEE COMPENSATION OR BENEFIT PLAN, AGREEMENT, POLICY, PRACTICE, COMMITMENT, CONTRACT OR UNDERSTANDING (WHETHER QUALIFIED OR NONQUALIFIED, CURRENTLY EFFECTIVE OR TERMINATED, WRITTEN OR UNWRITTEN) AND ANY TRUST, ESCROW OR OTHER AGREEMENT RELATED THERETO.

?ESCROW AGENT? MEANS WELLS FARGO, NATIONAL ASSOCIATION.

?ESCROW AGREEMENT? MEANS THE ESCROW AGREEMENT SUBSTANTIALLY IN THE FORM ATTACHED TO EXHIBIT 8.1(B) OF THE AGREEMENT TO BE ENTERED INTO BY BUYER, DEBTOR AND THE ESCROW AGENT AT CLOSING.

?EXCLUDED ASSETS? MEANS (A) DEBTOR'S CASH AND CASH EQUIVALENTS (INCLUDING BUT NOT LIMITED TO DEPOSITS IN TRANSIT), (B) DEBTOR'S ORGANIZATIONAL DOCUMENTS, (C) ALL RIGHTS AND CLAIMS IN ANY TAX REFUNDS OR PREPAID TAXES OF DEBTOR TO THE EXTENT NOT INCLUDED IN THE CALCULATION OF FINAL CASH PAYMENT ADJUSTMENT; (D) ALL INSURANCE POLICIES OF DEBTOR AND ANY PREPAID PREMIUMS OR REFUNDS RELATED THERETO TO THE EXTENT NOT INCLUDED IN THE CALCULATION OF FINAL CASH PAYMENT ADJUSTMENT; (E)

FILING OFFICE COPY— NATIONAL UCC FINANCING STATEMENT AMENDMENT ADDENDUM (FORM UCC3Ad) (REV. 07/29/98)

TRADEMARK
REEL: 006893 FRAME: 0478

ALL COMPANY BENEFIT PLANS (AND ANY RELATED TRUSTS OR FUNDING ARRANGEMENTS) EXCEPT TO THE EXTENT INCLUDED IN ASSIGNED CONTRACTS; (F) ALL TAX RETURNS OF DEBTOR (INCLUDING WORKING PAPERS RELATED THERETO); (G) DEBTOR'S RIGHTS IN ANY CONTRACTS NOT INCLUDED AMONG THE ASSIGNED CONTRACTS (INCLUDING THE SELECTED LEASES THAT ARE NOT INCLUDED AMONG THE ASSIGNED CONTRACTS); (H) EXCLUDED INVENTORY; (I) THE RIGHTS OF DEBTOR UNDER THE PURCHASE AGREEMENT AND THE OTHER TRANSACTION DOCUMENTS, (J) DEBTOR'S EQUITY INTEREST IN MARKET DAY GOURMET, INC., AN ILLINOIS CORPORATION, AND (K) THE EXCLUDED EMPLOYMENT CONTRACTS.

?EXCLUDED EMPLOYMENT CONTRACTS? MEANS THE EMPLOYMENT AGREEMENT DATED MAY 2, 2007 BETWEEN KRISTINE L. HOLTZ, DEBTOR AND SV-MD HOLDINGS, INC., AS AMENDED, THE EMPLOYMENT AGREEMENT DATED SEPTEMBER 12, 2003 BETWEEN DEBTOR AND WILLIAM S. SIVAK, JR., AS AMENDED, THE EMPLOYMENT AGREEMENT DATED SEPTEMBER 1, 2007 BETWEEN DEBTOR AND JEFFREY E. BOIES, AS AMENDED, AND THE INCENTIVE BONUS AGREEMENTS.

?EXCLUDED INVENTORY? MEANS ALL INVENTORY THAT IS NOT PURCHASED INVENTORY.

?FINAL CASH PAYMENT ADJUSTMENT? HAS THE MEANING SET FORTH IN SECTION 1.4(C) OF THE AGREEMENT.

?GOVERNMENTAL AUTHORIZATIONS? MEANS ANY APPROVAL, CONSENT, FRANCHISE, LICENSE, PERMIT, REGISTRATION, ORDER, CERTIFICATE, ACCREDITATION, VARIANCE, WAIVER OR OTHER AUTHORIZATION OR SIMILAR RIGHT ISSUED, GRANTED, GIVEN OR OTHERWISE MADE AVAILABLE BY OR UNDER THE AUTHORITY OF ANY GOVERNMENTAL BODY OR PURSUANT TO ANY LAW, INCLUDING ALL PENDING APPLICATIONS THEREFOR OR RENEWALS THEREOF.

?GOVERNMENTAL BODY? MEANS ANY: (A) NATION, STATE, COUNTY, CITY, TOWN, VILLAGE, DISTRICT OR OTHER JURISDICTION OF ANY NATURE; (B) FEDERAL, STATE, LOCAL, MUNICIPAL, FOREIGN OR OTHER GOVERNMENT; (C) GOVERNMENTAL OR QUASI-GOVERNMENTAL AUTHORITY OF ANY NATURE (INCLUDING ANY GOVERNMENTAL AGENCY, BRANCH, DEPARTMENT, OFFICIAL OR ENTITY AND ANY COURT OR OTHER TRIBUNAL); (D) MULTI-NATIONAL ORGANIZATION OR BODY; (E) BODY EXERCISING, OR ENTITLED OR PURPORTING TO EXERCISE, ANY ADMINISTRATIVE, EXECUTIVE, JUDICIAL, LEGISLATIVE, POLICE, REGULATORY OR TAXING AUTHORITY; (F) ORGANIZATION OR ASSOCIATION THAT SPONSORS, AUTHORIZES OR CONDUCTS ANY ARBITRATION PROCEEDING; OR (G) ANY ARBITRATOR OR PANEL OF ARBITRATORS, THE DECISIONS OF WHICH ARE ENFORCEABLE IN ANY COURT OF LAW.

?INTELLECTUAL PROPERTY ASSETS? MEANS ALL (A) U.S. AND FOREIGN TRADEMARK RIGHTS, BUSINESS IDENTIFIERS, TRADE DRESS, SERVICE MARKS, TRADE NAMES AND BRAND NAMES, UNITED STATES AND FOREIGN REGISTRATIONS AND APPLICATIONS THEREFOR AND ALL GOODWILL ASSOCIATED WITH THE FOREGOING; (B) UNITED STATES AND FOREIGN COPYRIGHTS, COPYRIGHT REGISTRATIONS AND COPYRIGHT APPLICATIONS, AND ALL OTHER RIGHTS ASSOCIATED WITH THE FOREGOING AND THE UNDERLYING WORKS OF AUTHORSHIP; (C) UNITED STATES AND FOREIGN PATENTS AND PATENT APPLICATIONS, AND ALL PROPRIETARY RIGHTS ASSOCIATED THEREWITH; (D) INVENTIONS, MASK WORKS, MASK WORK REGISTRATIONS, KNOW-HOW, BILLS OF MATERIAL, DISCOVERIES, IMPROVEMENTS, DESIGNS, TRADE SECRETS AND SHOP AND ROYALTY RIGHTS; (E) EMPLOYEE COVENANTS AND CONTRACTS RESPECTING INTELLECTUAL PROPERTY, INCLUDING INVENTION RIGHTS, NONCOMPETITION, CONFIDENTIALITY AND LICENSE CONTRACTS; AND (F) OTHER TYPES OF INTELLECTUAL PROPERTY RIGHTS AND OTHER ASSETS.

?INVENTORY? MEANS WITH RESPECT TO DEBTOR, ALL INVENTORIES OF FINISHED GOODS, RAW MATERIALS AND OTHER MATERIALS AND SUPPLIES TO BE USED OR CONSUMED IN THE PRODUCTION OF FINISHED GOODS OR WORK IN PROCESS.

?LAW? MEANS ANY FEDERAL, STATE, LOCAL, MUNICIPAL, FOREIGN, INTERNATIONAL, MULTINATIONAL OR CONSTITUTION LAW, ORDINANCE, PRINCIPLE OF COMMON LAW (INCLUDING EQUITABLE PRINCIPLES), STATUTE, CODE, REGULATION, RULE OR TREATY.

?NEW SUBSIDIARY? MEANS MARKET DAY I, LLC, A MICHIGAN LIMITED LIABILITY COMPANY.

?ORDINARY COURSE? MEANS DEBTOR'S HISTORICAL AND CUSTOMARY DAY-TO-DAY PRACTICES IN CONDUCTING THE BUSINESS WITH RESPECT TO THE ACTIVITY IN QUESTION.

?ORGANIZATIONAL DOCUMENTS? MEANS THE ORGANIZATIONAL DOCUMENTS OF A NON-NATURAL PERSON, INCLUDING, AS APPLICABLE, THE CHARTER, ARTICLES OR CERTIFICATE OF INCORPORATION, BYLAWS, ARTICLES OF ORGANIZATION, OPERATING AGREEMENT OR SIMILAR GOVERNING DOCUMENTS, AS AMENDED, AND ALL MINUTE BOOKS AND STOCK RECORD BOOKS.

?OWNED INTELLECTUAL PROPERTY ASSETS? MEANS THE INTELLECTUAL PROPERTY ASSETS OWNED BY DEBTOR.

?PARTY? OR ?PARTIES? HAS THE MEANING SET FORTH IN THE FIRST PARAGRAPH OF THE AGREEMENT.

?PERSON? MEANS ANY INDIVIDUAL, CORPORATION (INCLUDING ANY NON-PROFIT CORPORATION), GENERAL OR LIMITED PARTNERSHIP, LIMITED LIABILITY COMPANY, JOINT VENTURE, ESTATE, TRUST, ASSOCIATION, ORGANIZATION, GOVERNMENTAL BODY OR OTHER ENTITY.

?PURCHASED INVENTORY? MEANS ALL INVENTORY THAT IS USABLE AND SALABLE IN THE ORDINARY COURSE OF BUSINESS AND NOT OBSOLETE, ADULTERATED, MISBRANDED, BEYOND ?SELL BY? DATE OR OTHERWISE RESTRICTED FROM COMMERCE UNDER APPLICABLE LAW.

?REAL PROPERTY LEASE? OR ?REAL PROPERTY LEASES? HAS THE MEANING SET FORTH IN SECTION 2.8 OF THE AGREEMENT.

?REPRESENTATIVE? MEANS, WITH RESPECT TO A PARTICULAR PERSON, ANY DIRECTOR, OFFICER, MANAGER, MANAGING MEMBER, EMPLOYEE, AGENT, CONSULTANT, ADVISOR OR OTHER REPRESENTATIVE OF SUCH PERSON, INCLUDING LEGAL COUNSEL, ACCOUNTANTS AND FINANCIAL ADVISORS.

?SELECTED LEASES? MEANS THE REAL PROPERTY AND PERSONAL PROPERTY LEASES LISTED ON SCHEDULE 8.5 OF AGREEMENT.

?TAX? OR ?TAXES? MEANS ANY TAX (INCLUDING ANY INCOME TAX, GROSS RECEIPTS TAX, CAPITAL GAINS TAX, VALUE-ADDED TAX, SALES TAX, USE TAX, PROPERTY TAX, BUSINESS TAX, PAYROLL TAX, GIFT TAX, ESTATE TAX, FRANCHISE TAX, NET WORTH TAX, ESCHEAT OR UNCLAIMED PROPERTY TAX, EXCISE TAX AND BUSINESS OCCUPANCY TAX), LEVY, ASSESSMENT, TARIFF, DUTY (INCLUDING ANY CUSTOMS DUTY), DEFICIENCY OR OTHER FEE OR ANY RELATED CHARGE OR AMOUNT (INCLUDING ANY FINE, PENALTY, INTEREST OR ADDITION THERETO), IMPOSED, ASSESSED OR COLLECTED BY OR UNDER THE AUTHORITY OF ANY GOVERNMENTAL BODY OR PAYABLE PURSUANT TO ANY TAX -SHARING OR TAX-INDEMNITY CONTRACT OR ANY OTHER CONTRACT RELATING TO THE SHARING OF PAYMENT OF ANY TAX, LEVY, ASSESSMENT, TARIFF, DUTY, DEFICIENCY OR FEE.

TRADEMARK

?TAX RETURN? MEANS ANY RETURN (INCLUDING ANY INFORMATION RETURN), REPORT, STATEMENT, SCHEDULE, NOTICE, FORM OR OTHER DOCUMENT OR INFORMATION FILED WITH OR SUBMITTED TO, OR REQUIRED TO BE FILED WITH OR SUBMITTED TO, ANY GOVERNMENTAL BODY IN CONNECTION WITH THE DETERMINATION, ASSESSMENT, COLLECTION OR PAYMENT OF ANY TAX OR IN CONNECTION WITH THE ADMINISTRATION, IMPLEMENTATION OR ENFORCEMENT OF OR COMPLIANCE WITH ANY LAW RELATING TO ANY TAX.

?TRANSACTION DOCUMENTS? MEANS THE AGREEMENT, THE ESCROW AGREEMENT, THE SUBLEASES, THE ASSIGNMENTS AND ALL OTHER CONTRACTS, CERTIFICATES OR OTHER DOCUMENTS TO BE EXECUTED AND DELIVERED BY ANY PARTY OR ANY OF HIS OR ITS AFFILIATES OR REPRESENTATIVES IN CONNECTION WITH THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED THE AGREEMENT.

FILING OFFICE COPY - UCC FINANCING STATEMENT AMENDMENT ADDITIONAL COLLATERAL

UCC FINANCING STATEMENT AMENDMENT

FOLLOW THE INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

6. UCC FINANCING STATEMENT FILE # **9728066 FILED 04/14/2005**

7. This FINANCING STATEMENT AMENDMENT is to be filed (or amended) (or recorded) in the REAL ESTATE RECORDS

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicant in law.

4. ASSIGNMENT (full or partial): Give name of assignor in item 7a or 7b and address of assignor in item 7c, and also give name of assignee in item 8.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and 7.

CHANGE name and/or address. Please refer to the detailed instructions in regard to changing the name/address of a party.

DELETE name. Give record name to be deleted in item 7a or 7b.

ADD name. Complete item 7a or 7b and submit to: www.state.il.us/eas

6. CURRENT RECORD INFORMATION

OR ORGANIZATION'S NAME

OR 6a. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7a. RESTRICTIONS

7b. TYPE OF ORGANIZATION

7c. JURISDICTION OF ORGANIZATION

7d. ORGANIZATIONAL ID# if any NONE

8. AMENDMENT (COLLATERAL CHANGE), check only one box

Describe collateral deleted or added, or give name revised collateral description, or describe collateral not good.

PARTIAL RELEASE: SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment; if this is an Amendment authorized by a Debtor, and it is collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check this and enter name of DEBTOR authorizing this Amendment)

OR ORGANIZATION'S NAME

OR GE BUSINESS FINANCIAL SERVICES INC., AS AGENT

OR 9a. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA

FILE WITH ILLINOIS SECRETARY OF STATE (DEBTOR: MARKET DAY CORPORATION)

ADMINISTRATIVE AGENT.
KNOWN AS MERKILL LYNCH BUSINESS FINANCIAL SERVICES, INC., AS
"AGENT" MEANS GE BUSINESS FINANCIAL SERVICES INC., FORMERLY

AN AFFILIATE OF DEBTOR OR ITS RESPECTIVE AFFILIATES.
OR OTHERWISE, NEITHER THE AGENT NOR ANY LENDER WILL BE CONSIDERED
OF A PERSON, WHETHER THROUGH THE OWNERSHIP OF STOCK, BY CONTRACT
INTERMEDIARIES, OF THE POWER TO DIRECT THE MANAGEMENT AND POLICIES
POSSESSION, DIRECTLY OR INDIRECTLY THROUGH ONE OR MORE
SUCH PERSON. FOR PURPOSES OF THIS DEFINITION, "CONTROL" MEANS THE
WHO CONTROLS, IS CONTROLLED BY, OR IS UNDER COMMON CONTROL WITH,
"AFFILIATE" MEANS, AS APPLIED TO ANY PERSON, ANY OTHER PERSON

SHALL HAVE THE FOLLOWING MEANINGS:
ALL UNDERLINED TERMS USED ABOVE (AND IN THE DEFINITIONS BELOW)

INTERESTS OF THE NEW SUBSIDIARY, AND (L) GOODWILL.
ASSIGNED CONTRACTS, (K) ALL OF THE ISSUED AND OUTSTANDING EQUITY
PURCHASED ASSETS), WHETHER CHOATE OR INCHOATE, (J) RIGHTS UNDER
UNDER INSURANCE POLICIES TO THE EXTENT SUCH POLICIES COVER THE
TRANSFERABLE, (I) CLAIMS AGAINST THIRD PERSONS (INCLUDING CLAIMS
RECORDS, (H) GOVERNMENTAL AUTHORIZATIONS, TO THE EXTENT
NAMES AND COMPANY NAMES (INCLUDING "MARKET DAY"), (G) BOOKS AND
(INCLUDING TELEPHONE AND TELECOPY NUMBERS, E-MAIL ADDRESSES, TRADE
FIXTURES AND IMPROVEMENTS, (F) OWNED INTELLECTUAL PROPERTY ASSETS
(D) TANGIBLE PERSONAL PROPERTY, (E) REAL PROPERTY AND RELATED
OFFSET, (B) ACCOUNTS AND NOTES RECEIVABLE, (C) PURCHASED INVENTORY,
PAID EXPENSES, DEPOSITS, CLAIMS FOR REFUNDS, REBATES AND RIGHTS OF
INTANGIBLE, WHEREVER LOCATED, OWNED BY DEBTOR, INCLUDING (A) PRE-
THE EXCLUDED ASSETS, ALL PROPERTY, ASSETS AND RIGHTS OF ANY KIND AND
AS USED ABOVE, THE TERM "PURCHASED ASSETS" MEANS, EXCEPT FOR

LLC, AS GUARANTOR.
MARKETPLACE I, LLC, AS BUYER, AND GFS MARKETPLACE NORTH AMERICA,
ON FEBRUARY 28, 2013, THE "AGREEMENT") AMONG THE DEBTOR, GFS
AGREEMENT, AS AMENDED BY AMENDMENT NO. 1 HERETO AND AS IN EFFECT
CERTAIN ASSET PURCHASE AGREEMENT DATED FEBRUARY 18, 2013 (SUCH
FINANCING STATEMENT THE "PURCHASED ASSETS" AS DEFINED IN THAT
THE SECURED PARTY HEREBY RELEASES FROM THE REFERENCED

EXHIBIT A

"EMPLOYEE BENEFIT PLAN" MEANS ANY "EMPLOYEE PENSION BENEFIT PLAN" OR "EMPLOYEE WELFARE BENEFIT PLAN" AS DEFINED UNDER ERISA (WHETHER OR NOT SUBJECT TO ERISA), AND ANY INCENTIVE COMPENSATION PLAN, BENEFIT PLAN FOR RETIRED EMPLOYEES, PLAN OR CONTRACT PROVIDING FOR PAYMENTS SUBJECT TO SECTION 409A OF THE CODE, BONUSES, COMMISSIONS, PENSIONS, PROFIT-SHARING, STOCK OPTIONS, STOCK PURCHASE RIGHTS, RESTRICTED STOCK, PHANTOM STOCK, DEFERRED COMPENSATION, INSURANCE RELATING TO ACCIDENTS, HEALTH OR SICKNESS, RETIREMENT BENEFITS, VACATION, SEVERANCE, DISABILITY, COMPENSATION, EMPLOYEE ASSISTANCE OR COUNSELING, EDUCATIONAL ASSISTANCE, §125/CAFETERIA/FLEXIBLE BENEFITS, ADOPTION ASSISTANCE, GROUP LEGAL, FRINGE BENEFIT OR PAYROLL PRACTICE OF ANY NATURE, COVERING ANY CURRENT OR FORMER (INCLUDING RETIRED) EMPLOYEES OF A PERSON OR UNDER WHICH SUCH PERSON HAS ANY REMAINING LIABILITY OR OBLIGATION, AND ANY OTHER EMPLOYEE COMPENSATION OR BENEFIT PLAN, AGREEMENT, POLICY, PRACTICE, COMMITMENT, CONTRACT OR UNDERSTANDING (WHETHER QUALIFIED OR NONQUALIFIED, CURRENTLY EFFECTIVE OR TERMINATED,

"CONTRACT" MEANS ANY AGREEMENT, CONTRACT, OBLIGATION, PROMISE OR UNDERTAKING (WHETHER WRITTEN OR ORAL AND WHETHER EXPRESS OR IMPLIED) THAT IS LEGALLY BINDING.

"COMPANY BENEFIT PLAN" MEANS EACH EMPLOYEE BENEFIT PLAN CURRENTLY SPONSORED, CO-SPONSORED, MAINTAINED OR CURRENTLY CONTRIBUTED TO BY DEBTOR AND COVERING AN EMPLOYEE, FORMER EMPLOYEE OR BENEFICIARY THEREOF OF DEBTOR.

"CLOSING" MEANS THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THE AGREEMENT.

"BUSINESS" HAS THE MEANING SET FORTH IN THE SECOND PARAGRAPH OF THE AGREEMENT.

"BOOKS AND RECORDS" INCLUDES ALL DATA, DOCUMENTS, LEDGERS, DATABASES, BOOKS, RECORDS, BUSINESS PLANS, RECORDS OF SALES, CUSTOMER AND SUPPLIER LISTS, FILES, CONTRACTS AND ORGANIZATIONAL DOCUMENTS.

"ASSIGNMENTS" HAS THE MEANING SET FORTH IN SECTION 5.1(D) OF THE AGREEMENT.

"ASSIGNED REAL PROPERTY LEASES" MEANS THE REAL PROPERTY LEASES SET FORTH ON SCHEDULE 8.2 TO THE AGREEMENT.

"ASSIGNED CONTRACTS" MEANS THOSE CONTRACTS OF DEBTOR SET FORTH ON SCHEDULE 8.1 TO THE AGREEMENT AND THE ASSIGNED REAL PROPERTY LEASES.

AGGREDITATION, VARIANCE, WAIVER OR OTHER AUTHORIZATION OR SIMILAR FRANCHISE, LICENSE, PERMIT, REGISTRATION, ORDER, CERTIFICATE, "GOVERNMENTAL AUTHORIZATIONS" MEANS ANY APPROVAL, CONSENT,

SECTION 1.4(C) OF THE AGREEMENT. "FINAL CASH PAYMENT ADJUSTMENT" HAS THE MEANING SET FORTH IN

"EXCLUDED INVENTORY" MEANS ALL INVENTORY THAT IS NOT PURCHASED INVENTORY.

AGREEMENTS. DEBTOR AND JEFFREY E. BOHS, AS AMENDED, AND THE INCENTIVE BONUS AMENDED, THE EMPLOYMENT AGREEMENT DATED SEPTEMBER 1, 2007 BETWEEN SEPTEMBER 12, 2003 BETWEEN DEBTOR AND WILLIAM S. SIVAK, JR., AS MD HOLDINGS, INC., AS AMENDED, THE EMPLOYMENT AGREEMENT DATED AGREEMENT DATED MAY 2, 2007 BETWEEN KRISTINE L. HOLTZ, DEBTOR AND SV- "EXCLUDED EMPLOYMENT CONTRACTS" MEANS THE EMPLOYMENT

CONTRACTS. AN ILLINOIS CORPORATION, AND (K) THE EXCLUDED EMPLOYMENT DOCUMENTS. (J) DEBTOR'S EQUITY INTEREST IN MARKET DAY GOURMET, INC., UNDER THE PURCHASE AGREEMENT AND THE OTHER TRANSACTION ASSIGNED CONTRACTS); (H) EXCLUDED INVENTORY; (I) THE RIGHTS OF DEBTOR (INCLUDING THE SELECTED LEASES THAT ARE NOT INCLUDED AMONG THE ANY CONTRACTS NOT INCLUDED AMONG THE ASSIGNED CONTRACTS (INCLUDING WORKING PAPERS RELATED THERETO); (G) DEBTOR'S RIGHTS IN INCLUDED IN ASSIGNED CONTRACTS; (F) ALL TAX RETURNS OF DEBTOR ANY RELATED TRUSTS OR FUNDING ARRANGEMENTS) EXCEPT TO THE EXTENT FINAL CASH PAYMENT ADJUSTMENT; (E) ALL COMPANY BENEFIT PLANS (AND RELATED THERETO TO THE EXTENT NOT INCLUDED IN THE CALCULATION OF INSURANCE POLICIES OF DEBTOR AND ANY PREPAID PREMIUMS OR REFUNDS IN THE CALCULATION OF FINAL CASH PAYMENT ADJUSTMENT; (D) ALL TAX REFUNDS OR PREPAID TAXES OF DEBTOR TO THE EXTENT NOT INCLUDED DEBTOR'S ORGANIZATIONAL DOCUMENTS, (C) ALL RIGHTS AND CLAIMS IN ANY EQUIVALENTS (INCLUDING BUT NOT LIMITED TO DEPOSITS IN TRANSIT), (B) "EXCLUDED ASSETS" MEANS (A) DEBTOR'S CASH AND CASH

AGENT AT CLOSING. AGREEMENT TO BE ENTERED INTO BY BUYER, DEBTOR AND THE ESCROW SUBSTANTIALLY IN THE FORM ATTACHED TO EXHIBIT 8.1(B) OF THE "ESCROW AGREEMENT" MEANS THE ESCROW AGREEMENT

"ESCROW AGENT" MEANS WELLS FARGO, NATIONAL ASSOCIATION. WRITTEN OR UNWRITTEN) AND ANY TRUST, ESCROW OR OTHER AGREEMENT RELATED THERETO.

RIGHT ISSUED, GRANTED, GIVEN OR OTHERWISE MADE AVAILABLE BY OR UNDER THE AUTHORITY OF ANY GOVERNMENTAL BODY OR PURSUANT TO ANY LAW, INCLUDING ALL PENDING APPLICATIONS THEREFOR OR RENEWALS THEREOF.

"GOVERNMENTAL BODY" MEANS ANY: (A) NATION, STATE, COUNTY, CITY, TOWN, VILLAGE, DISTRICT OR OTHER JURISDICTION OF ANY NATURE; (B) FEDERAL, STATE, LOCAL, MUNICIPAL, FOREIGN OR OTHER GOVERNMENT; (C) GOVERNMENTAL OR QUASI-GOVERNMENTAL AUTHORITY OF ANY NATURE (INCLUDING ANY GOVERNMENTAL AGENCY, BRANCH, DEPARTMENT, OFFICIAL OR ENTITY AND ANY COURT OR OTHER TRIBUNAL); (D) MULTI-NATIONAL ORGANIZATION OR BODY; (E) BODY EXERCISING, OR ENTITLED OR PURPORTING TO EXERCISE, ANY ADMINISTRATIVE, EXECUTIVE, JUDICIAL, LEGISLATIVE, POLICE, REGULATORY OR TAXING AUTHORITY; (F) ORGANIZATION OR ASSOCIATION THAT SPONSORS, AUTHORIZES OR CONDUCTS ANY ARBITRATION PROCEEDING; OR (G) ANY ARBITRATOR OR PANEL OF ARBITRATORS, THE DECISIONS OF WHICH ARE ENFORCEABLE IN ANY COURT OF LAW.

"INTELLECTUAL PROPERTY ASSETS" MEANS ALL (A) U.S. AND FOREIGN TRADEMARK RIGHTS, BUSINESS IDENTIFIERS, TRADE DRESS, SERVICE MARKS, TRADE NAMES AND BRAND NAMES, UNITED STATES AND FOREIGN REGISTRATIONS AND APPLICATIONS THEREFOR AND ALL GOODWILL ASSOCIATED WITH THE FOREGOING; (B) UNITED STATES AND FOREIGN COPYRIGHTS, COPYRIGHT REGISTRATIONS AND COPYRIGHT APPLICATIONS, AND ALL OTHER RIGHTS ASSOCIATED WITH THE FOREGOING AND THE UNDERLYING WORKS OF AUTHORSHIP; (C) UNITED STATES AND FOREIGN PATENTS AND PATENT APPLICATIONS, AND ALL PROPRIETARY RIGHTS ASSOCIATED THEREWITH; (D) INVENTIONS, MASK WORKS, MASK WORK REGISTRATIONS, KNOW-HOW, BILLS OF MATERIAL, DISCOVERIES, IMPROVEMENTS, DESIGNS, TRADE SECRETS AND SHOP AND ROYALTY RIGHTS; (E) EMPLOYEE COVENANTS AND CONTRACTS RESPECTING INTELLECTUAL PROPERTY, INCLUDING INVENTION RIGHTS, NONCOMPETITION, CONFIDENTIALITY AND LICENSE CONTRACTS; AND (F) OTHER TYPES OF INTELLECTUAL PROPERTY RIGHTS AND OTHER ASSETS.

"INVENTORY" MEANS WITH RESPECT TO DEBTOR, ALL INVENTORIES OF FINISHED GOODS, RAW MATERIALS AND OTHER MATERIALS AND SUPPLIES TO BE USED OR CONSUMED IN THE PRODUCTION OF FINISHED GOODS OR WORK IN PROCESS.

"LAW" MEANS ANY FEDERAL, STATE, LOCAL, MUNICIPAL, FOREIGN, INTERNATIONAL, MULTINATIONAL OR CONSTITUTION LAW, ORDINANCE, PRINCIPLE OF COMMON LAW (INCLUDING EQUITABLE PRINCIPLES), STATUTE, CODE, REGULATION, RULE OR TREATY.

"TAX" OR "TAXES" MEANS ANY TAX (INCLUDING ANY INCOME TAX, GROSS RECEIPTS TAX, CAPITAL GAINS TAX, VALUE-ADDED TAX, SALES TAX, USE TAX, PROPERTY TAX, BUSINESS TAX, PAYROLL TAX, GIFT TAX, ESTATE TAX, FRANCHISE TAX, NET WORTH TAX, HSCHTAT OR UNCLAIMED PROPERTY TAX, EXCISE TAX AND BUSINESS OCCUPANCY TAX), LEVY, ASSESSMENT, TARIFF, DUTY (INCLUDING ANY CUSTOMS DUTY), DEFICIENCY OR OTHER FEE OR ANY RELATED CHARGE OR AMOUNT (INCLUDING ANY FINE, PENALTY, INTEREST OR

"SELECTED LEASES" MEANS THE REAL PROPERTY AND PERSONAL PROPERTY LEASES LISTED ON SCHEDULE 8.5 OF AGREEMENT.

"REPRESENTATIVE" MEANS, WITH RESPECT TO A PARTICULAR PERSON, ANY DIRECTOR, OFFICER, MANAGER, MANAGING MEMBER, EMPLOYEE, AGENT, CONSULTANT, ADVISOR OR OTHER REPRESENTATIVE OF SUCH PERSON, INCLUDING LEGAL COUNSEL, ACCOUNTANTS AND FINANCIAL ADVISORS.

"REAL PROPERTY LEASE" OR "REAL PROPERTY LEASES" HAS THE MEANING SET FORTH IN SECTION 2.8 OF THE AGREEMENT.

"PURCHASED INVENTORY" MEANS ALL INVENTORY THAT IS USABLE AND SALABLE IN THE ORDINARY COURSE OF BUSINESS AND NOT OBSOLETE, ADULTERATED, MISBRANDED, BEYOND "SELL BY" DATE OR OTHERWISE RESTRICTED FROM COMMERCE UNDER APPLICABLE LAW.

"PERSON" MEANS ANY INDIVIDUAL, CORPORATION (INCLUDING ANY NON-PROFIT CORPORATION), GENERAL OR LIMITED PARTNERSHIP, LIMITED LIABILITY COMPANY, JOINT VENTURE, ESTATE, TRUST, ASSOCIATION, ORGANIZATION, GOVERNMENTAL BODY OR OTHER ENTITY.

"PARTY" OR "PARTIES" HAS THE MEANING SET FORTH IN THE FIRST PARAGRAPH OF THE AGREEMENT.

"OWNED INTELLECTUAL PROPERTY ASSETS" MEANS THE INTELLECTUAL PROPERTY ASSETS OWNED BY DEBTOR.

"ORGANIZATIONAL DOCUMENTS" MEANS THE ORGANIZATIONAL DOCUMENTS OF A NON-NATURAL PERSON, INCLUDING, AS APPLICABLE, THE CHARTER, ARTICLES OR CERTIFICATE OF INCORPORATION, BYLAWS, ARTICLES OF ORGANIZATION, OPERATING AGREEMENT OR SIMILAR GOVERNING DOCUMENTS, AS AMENDED, AND ALL MINUTE BOOKS AND STOCK RECORD BOOKS.

"ORDINARY COURSE" MEANS DEBTOR'S HISTORICAL AND CUSTOMARY DAY-TO-DAY PRACTICES IN CONDUCTING THE BUSINESS WITH RESPECT TO THE ACTIVITY IN QUESTION.

"NEW SUBSIDIARY" MEANS MARKET DAY I, LLC, A MICHIGAN LIMITED LIABILITY COMPANY.

“TRANSACTION DOCUMENTS” MEANS THE AGREEMENT, THE ESCROW AGREEMENT, THE SUBLEASES, THE ASSIGNMENTS AND ALL OTHER CONTRACTS, CERTIFICATES OR OTHER DOCUMENTS TO BE EXECUTED AND DELIVERED BY ANY PARTY OR ANY OF HIS OR ITS AFFILIATES OR REPRESENTATIVES IN CONNECTION WITH THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED THE AGREEMENT.

“TAX RETURN” MEANS ANY RETURN (INCLUDING ANY INFORMATION RETURN), REPORT, STATEMENT, SCHEDULE, NOTICE, FORM OR OTHER DOCUMENT OR INFORMATION FILED WITH OR SUBMITTED TO, OR REQUIRED TO BE FILED WITH OR SUBMITTED TO, ANY GOVERNMENTAL BODY IN CONNECTION WITH THE DETERMINATION, ASSESSMENT, COLLECTION OR PAYMENT OF ANY TAX OR IN CONNECTION WITH THE ADMINISTRATION, IMPLEMENTATION OR ENFORCEMENT OF OR COMPLIANCE WITH ANY LAW RELATING TO ANY TAX.

ADDITION (HERE TO), IMPOSED, ASSESSED OR COLLECTED BY OR UNDER THE AUTHORITY OF ANY GOVERNMENTAL BODY OR PAYABLE PURSUANT TO ANY TAX-SHARING OR TAX-INDemnITY CONTRACT OR ANY OTHER CONTRACT RELATING TO THE SHARING OF PAYMENT OF ANY TAX, LEVY, ASSESSMENT, TARIFF, DUTY, DEFICIENCY OR FEE.

UCC FINANCING STATEMENT AMENDMENT

FOLLOW THE INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # **2013029377-9 FILED 02/27/2013**

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is extended for the additional period provided by applicable law.

4. **ASSIGNMENT** (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7:

CHANGE name and/or address. Please refer to the detailed instructions in completing changing the name and/or address of a party.

DELETE name: Give record name to be deleted in item 6a or 6b.

ADD name: Complete item 7a, 7b, and also item 7c, also complete item 7d if not previously recorded.

6. **CURRENT RECORD INFORMATION**

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. **CHANGED (NEW) OR ADDED INFORMATION**

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE FEDERAL COUNTR COUNTRY

7d. REGISTERED OFFICE ADD. INFO RE ORGANIZATION 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATION ID #, if any NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.

Describe collateral deleted or added, or give entire updated collateral description, or describe collateral assigned.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral to an existing Continuation, or if this is a Continuation authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

GE Business Financial Services Inc., as Agent

OR

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. ORIGINAL FILER REFERENCE DATA

File with Michigan Department of State (Debtor: Market Day I, LLC)

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made as of March 1, 2013, by Market Day Corporation, an Illinois corporation ("Assignor"), for the benefit of GFS Marketplace I, LLC, a Michigan limited liability company ("Assignee"), and its successors and assigns, pursuant to that certain Asset Purchase Agreement dated as of February 18, 2013 by and between Assignor, Assignee and GFS Marketplace North America, LLC, as amended (the "Purchase Agreement"). Capitalized terms used in this Assignment without definition will have the respective meanings given to them in the Purchase Agreement.

The Purchase Agreement provides, among other things, for the sale by Assignor to Assignee of the Purchased Assets. This Assignment is made and delivered in accordance with the Purchase Agreement to assure the transfer by Assignor to Assignee of the registered and pending trademarks listed on the attached Exhibit A (collectively, the "Trademarks") without derogating in any way from any separate instruments of transfer that may be delivered by Assignor to Assignee concerning any of the Purchased Assets.

NOW THEREFORE, pursuant to the Purchase Agreement, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells and transfers to Assignee, and Assignee's successors and assigns, all of Assignor's rights, title and interest in, to and under the Trademarks, together with their common law rights, goodwill and the business associated with said Trademarks, and registrations thereof (including, without limitation, all proceeds thereof and the rights to sue for past, present and future infringements), the same to be held and enjoyed by Assignee, for its own use and on behalf of its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Trademark Assignment not been made.

Nothing contained in this Assignment will in any way supersede, modify, amend, waive or otherwise affect any of the provisions set forth in the Purchase Agreement, including without limitation any of the representations, warranties, covenants and agreements set forth therein, this Assignment being intended only to effect the transfer by Assignor to Assignee of the Trademarks. This Assignment will be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflicts of law or choice of law principles.

Assignor has executed this Trademark Assignment as of the date first above written.

MARKET DAY CORPORATION

By: K Holtz
Name: Kristine Holtz
Title: Chief Executive Officer

Subscribed and sworn to before me
this 1 day of March, 2013
[Signature]
Notary Public
County of DeKalb
State of Illinois
My Commission Expires: 05/17/14

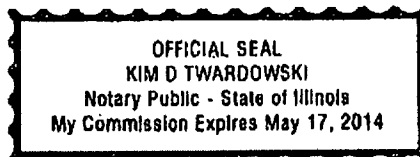


EXHIBIT A

MARK	REGISTRATION NO.
A fundraiser like no other	3,606,800
A Little Zing	3,246,789
Apple Seed & Design	1,748,404
A-W-A & Design (Apples Within Apples design)	2,973,441
Chicago Packing & Provision	1,537,842
Chicken Classics	2,216,591
Chicken Creations	2,727,690
Chicken Gems	1,561,173
Family of Fundraisers	2,846,863
Frequent Buyer	2,860,429
G & Design (Apple Design) (Classes 29, 30, 32)	3,139,976
Market Day (multi-class)	2,648,025
Market Day	1,225,330
Market Day & Design (multiclass)	2,638,229
Market Day & Design	1,522,087
Market Day . . . the <u>Original</u> Fundraising Food Cooperative & Design	1,701,174
Market Day Direct (text only)	3,618,985
Market Day Gourmet (ITU-Classes 29/30/32)	3,101,750
Market Day Naturals plus design	3,618,788
RepPak	2,334,876
Ranch Steaks	2,903,282
School Share (US)	2,754,879
SchoolShare (Canada)	615,927
SchoolShare & Design (Canada)	584,439
Split-Topper	1,791,794
Squarewiches	3,024,538
Taste for Health & Design	2,186,361
Taste for Health (standard character drawing)	3,622,200
Taste of Market Day	3,855,580
Taste the Gift of Giving (Classes 2/13/23/29/30/33/40/50)	3,256,878

DOCS-#3846302-r3