

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Pursuant to the Security Agreement, Schedule A is updated to include additional new applications. previously recorded on Reel 004566 Frame 0294. Assignor(s) hereby confirms the Pursuant to the Security Agreement, Schedule A is updated to include additional new applications..

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RCF Kitchens Indiana, LLC		06/17/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	DCP-RCF Kitchens Lender, LLC
Street Address:	One Barker Avenue, Suite 260
Internal Address:	c/o Downtown Capital Partners, LLC
City:	White Plains
State/Country:	NEW YORK
Postal Code:	10601
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	85361694	KITCHEN 1836
Serial Number:	85361705	ASTERIX
Serial Number:	85361836	
Serial Number:	85361823	

CORRESPONDENCE DATA

Fax Number: (617)279-8443
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 617.310.5276
 Email: tuttlet@gtlaw.com
 Correspondent Name: Traci Jaye Tuttle
 Address Line 1: One International Place

900198494

**TRADEMARK
 REEL: 004594 FRAME: 0979**

CH \$115.00 85361694

Address Line 2: Greenberg Traurig, LLP
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	119550.010800 JWOLF-TJT
NAME OF SUBMITTER:	Traci Jaye Tuttle
Signature:	/s/ Traci Jaye Tuttle
Date:	08/01/2011

Total Attachments: 13

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TO: TRACI JAYE TUTTLE COMPANY: C/O GREENBERG TRAURIG

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.106/21/2011
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RCF Kitchens Indiana LLC		06/17/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	DCP-RCF Kitchens Lender LLC		
Street Address:	c/o Downtown Capital Partners LLC		
Internal Address:	One Barker Avenue, Suite 260		
City:	White Plains		
State/Country:	NEW YORK		
Postal Code:	10601		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3263268	REALLY COOL FOODS	
Registration Number:	3433078	SMALL BITES!	
Registration Number:	3333607	REALLY COOL FOODS	
CORRESPONDENCE DATA			
Fax Number:	(617)279-8443		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617.310.5276		
Email:	tuttle@gtlaw.com		
Correspondent Name:	traci jaye tuttle		
Address Line 1:	c/o greenberg traurig		
Address Line 2:	one international place		
Address Line 4:	boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	119550.010800 JEFF WOLF		

CH \$90.00 3263268

TRADEMARK
REEL: 004594 FRAME: 0981

TO: TRACI JAYE TUTTLE COMPANY: C/O GREENBERG TRAURIG

NAME OF SUBMITTER:	traci jaye tuttle
Signature:	/s/ traci jaye tuttle
Date:	06/21/2011
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement") dated as of June 17, 2011, is made by and between RCF KITCHENS INDIANA, LLC, a Delaware limited liability company ("Grantor") and DCP-RCF KITCHENS LENDER, LLC ("Secured Party").

Recitals

A. Schedule A hereto lists all registered trademarks and applications for trademarks in which Grantor is the owner.

B. Reference is made to that certain Loan and Security Agreement, dated as of June 17, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") by and among RCF KITCHENS INDIANA, LLC, a Delaware limited liability company ("Borrower"), the guarantors from time to time party hereto as "Guarantors" (collectively, the 'Guarantors' and each being a 'Guarantor'), the lenders that are or may from time to time become parties hereto (collectively, "Lenders" and each being a "Lender"), and DCP-RCF KITCHENS INDIANA, LLC, as administrative agent ("Agent") for itself and the Lenders.

C. Pursuant to the Loan Agreement, Grantor has granted to Secured Party a security interest in all of its assets.

E. Secured Party has required that Grantor execute this Agreement to evidence the security interest granted to Secured Party in any trademarks or trademark applications and for recording with the United States Patent and Trademark Office.

ACCORDINGLY, in consideration of the foregoing, Grantor hereby agrees as follows:

1. Definitions. Terms defined in the Loan Agreement and not otherwise defined herein shall have the meanings given them in the Loan Agreement. In addition, the following terms have the meanings set forth below:

"Trademarks" means all of Grantor's right, title and interest in and to: trademarks, service marks, certification marks, collective marks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, trade styles, logos, other source or business identifiers, designs and general intangibles of a like nature, rights of publicity and privacy pertaining to the names, likeness, signature and biographical data of natural persons, now or hereafter in force, and, with respect to any and all of the foregoing: (i) all registrations and recordation thereof and all applications in connection therewith including, but not limited to, the registrations and applications referred to in **Schedule A** hereto (as such exhibit may be amended or supplemented from time to time), (ii) all renewals and extensions thereof, (iii) the goodwill of the business associated therewith and symbolized thereby, (iv) all

rights corresponding to any of the foregoing throughout the world, (v) all rights to sue at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, including, without limitation, the right to receive all proceeds of suit and damage awards therefore, and (vi) all payments, income, and royalties and rights to payments, income, and royalties arising out of the sale, lease, license assignment or other disposition thereof.

“Event of Default” means (i) an Event of Default, as defined in the Loan Agreement or any other loan agreement or security agreement now in existence or hereafter entered into by Borrower, or (ii) any breach by Grantor of any of its obligations under this Agreement.

2. Security Interest. In order to secure the Obligations, Grantor hereby confirms and acknowledges that it has granted and created (and, to the extent not previously granted under the Security Agreement, does hereby irrevocably grant and create) a security interest, with power of sale to the extent permitted by law, in the Trademarks. This security interest is in any and all rights that may exist or hereafter arise under any trademark law now or hereinafter in effect in the United States of America or in any other country.

3. Representations and Warranties. Grantor represents and warrants that the it owns each of the Trademarks listed in **Schedule A**, free and clear of any Lien other than Permitted Liens, and (b) the Trademarks listed in **Schedule A** include all Trademarks owned or controlled by Grantor as of the effective date hereof.

4. Satisfaction. Upon full payment or satisfaction of the Obligations and termination of any credit facilities extended to Borrower by Secured Party, this Agreement and the rights granted hereunder to Secured Party, shall be terminated by a written termination statement to the effect that Secured Party no longer claims a security interest under this Agreement.

5. Administration of Trademarks. As long as no Event of Default shall have occurred and be continuing, Grantor may control and manage the Trademarks, including the right to receive and use the income, revenue, profits, and royalties that arise from the use of the Trademarks and any licenses thereunder, in the same manner and to the same extent as if this Agreement had not been entered into. Grantor shall give Secured Party prompt notice of any change in the status of said Trademarks or Grantor’s rights thereunder.

6. Protection of Trademarks. Grantor covenants that it will at its own expense protect, defend and maintain the Trademarks to the extent reasonably advisable in its business as determined by Grantor in its sole discretion, provided that if Grantor fails to do so, Secured Party may (but shall have no obligation to) do so in Grantor’s name or in Secured Party’s name, but at Grantor’s expense, and Grantor shall reimburse Secured Party in full for all expenses, including reasonable attorney’s fees incurred by Secured Party in protecting, defending and maintaining the Trademarks. Grantor further covenants that it will give notice to Secured Party sufficient to allow Secured Party to timely carry out the provisions of this Section 6.

7. Remedies. Upon the occurrence of an Event of Default and during the continuation thereof, Secured Party may, at its option, exercise any one or more of the following remedies: (a) exercise all rights and remedies available under the UCC, or under any applicable law; (b) sell, assign, transfer, pledge, encumber or otherwise dispose of any Trademark; (c) enforce any Trademark, and any licenses thereunder; and (d) exercise or enforce any or all other rights or remedies available to Secured Party by law or agreement against the Trademarks, against Grantor or against any other person or property. If Secured Party shall exercise any remedy under this Agreement, Grantor shall, at the reasonable request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid thereof. For the purposes of this Section 7, upon the occurrence of an Event of Default and during the continuation thereof, Grantor appoints Secured Party as its attorney with the right, but not the duty, to endorse Grantor's name on all applications, documents, papers and instruments necessary for Secured Party to (i) act in its own name or enforce or use the Trademarks, (ii) grant or issue any exclusive or non-exclusive licenses under the Trademarks to any third party, and/or (iii) sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of any Trademark. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done pursuant to the powers granted in this Section 7. This power of attorney shall be irrevocable until satisfaction of this Agreement in accordance with Section 4 hereof. Grantor shall reimburse Secured Party for all reasonable attorney's fees and expenses of all types incurred by Secured Party, or its counsel, in connection with the exercise of the rights of Secured Party under this Agreement.

8. General Rights and Obligations. Except as expressly set forth herein, the rights and obligations of Grantor and Secured Party with respect to the Trademarks shall in all respects be governed by the Loan Agreement, the terms of which are incorporated as fully as if set forth at length herein.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

GRANTOR:

RCF KITCHENS INDIANA, LLC

By: 

Name: ANDREW POLCHINSKI

Title: VICE PRESIDENT ACCOUNTING

Address:


1200 Enterprise Road
Cambridge City, Indiana 47327
Attention: Seth Muraskin
Facsimile:

BOS 46,757,669/3

TRADEMARK
REEL: 004594 FRAME: 0986

SECURED PARTY:

DCP-RCF KITCHENS LENDER, LLC

By: 
Name:
Title:

Address:

c/o Downtown Capital Partners, LLC
One Barker Ave., Suite 260
White Plains, NY 10601
Attention: Gary Katz
Fax: 914-683-9614

Schedule A
Trademarks and Trademark Applications

RCF Kitchens Indiana, LLC

Mark:

Registration No.:

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SMALL BITES!
REALLY COOL FOODS

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3433078
3333607