

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MILMAR FOOD GROUP, LLC		07/25/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	COLE TAYLOR BANK		
Street Address:	9550 W. Higgins Road		
Internal Address:	8th Floor		
City:	Rosemont		
State/Country:	ILLINOIS		
Postal Code:	60018		
Entity Type:	banking corporation: ILLINOIS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3004781	KOSHAIR CUISINE	
Registration Number:	2967529	NO FORKS REQUIRED	
Registration Number:	2946590	JET CHEF	
CORRESPONDENCE DATA			
Fax Number:	2029068669		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	202.906.8790		
Email:	smckeon@dykema.com		
Correspondent Name:	Shannon Marie McKeon		
Address Line 1:	1300 I Street, N.W.		
Address Line 2:	Suite 300		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	104069.0087		

CH \$90.00 3004781

NAME OF SUBMITTER:	Shannon Marie McKeon
Signature:	/Shannon Marie McKeon/
Date:	07/26/2013
Total Attachments: 8 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif source=Trademark Security Agreement#page6.tif source=Trademark Security Agreement#page7.tif source=Trademark Security Agreement#page8.tif	

GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, MILMAR FOOD GROUP, LLC, a Delaware limited liability company ("**Grantor**"), owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith, and the patents and patent applications, in each case set forth on Schedule A and Schedule B attached hereto; and

WHEREAS, COLE TAYLOR BANK, an Illinois banking corporation (the "**Grantee**"), desires to acquire a security interest in, and lien on, all of Grantor's right, title and interest in and to Grantor's trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Credit and Security Agreement, dated as of July 25, 2013, by and among Milmar Food Group II, LLC, a Delaware limited liability company ("**MilMar**"), Alexis International Fine Foods, Inc., a Delaware corporation ("**Alexis**"), Mack Bros. Ltd., a New York corporation ("**Mack**", and together with MilMar and Alexis, collectively, "**Borrowers**" and each a "**Borrower**"), and the Grantee (as amended, restated, modified or supplemented and in effect from time to time, the "**Credit Agreement**"), the Grantor hereby grants to the Grantee a security interest in, and a lien upon, all of Grantor's right, title and interest in and to (i) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the "**Marks**") set forth on Schedule A attached hereto, (ii) the patents and patent applications (the "**Patents**") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Credit Agreement) of the Marks, (iv) all of the goodwill of the businesses with which the Marks are associated, and (v) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks and/or Patents or unfair competition regarding the same. Grantor also hereby covenants and agrees that if it shall become aware of any existing Marks or Patents of Grantor, any Borrower, Martin Hoffman, MR Holding Company, LLC, a Delaware limited liability company ("**MR Holding**") or Milmar LLC, a Delaware limited liability company ("**MilMar LLC**", and together with Grantor, Borrowers, Martin Hoffman and MR Holding, collectively, "**Obligors**" and each an "**Obligor**"), or if any Obligor shall become entitled to the benefit of any Marks or Patents, which benefit is not in existence on the date hereof, or if any Obligor takes any action to register (or re-register) or revive, renew, resuscitate or otherwise claim rights in or protect any abandoned, lapsed or dead patent or trademark, then the provisions of this Grant of Security Interest shall automatically apply thereto and the Grantor shall give to the Grantee prompt written notice thereof.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Credit Agreement) of the Borrowers and shall be effective as of the date of the Credit Agreement.

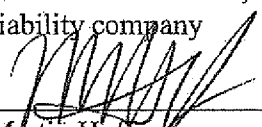
This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Credit Agreement and the other Loan Documents. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Credit Agreement or any of the other Loan Documents, the provisions of the Credit Agreement and the other Loan Documents shall govern.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Credit Agreement.

GRANTOR:

MILMAR FOOD GROUP, LLC, a Delaware
limited liability company

By: 
Name: Martin Hoffman
Title: President

GRANTEE:

COLE TAYLOR BANK,
an Illinois banking corporation

By: _____
Name: Raphael Shin
Title: Senior Vice President

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Credit Agreement.

GRANTOR:

MILMAR FOOD GROUP, LLC, a Delaware limited liability company

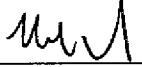
By: _____

Name: Martin Hoffman

Title: President

GRANTEE:

COLE TAYLOR BANK,
an Illinois banking corporation

By:  _____

Name: Raphael Shin

Title: Senior Vice President

STATE OF New York)
COUNTY OF New York)

On this 25th day of July, 2013, before me personally came Martin Hoffman, to me known, who, being by me duly sworn did depose and say that he is the President of MILMAR FOOD GROUP, LLC, the company described in and which executed the foregoing instrument, and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Katerina I. Grajales
Notary Public

KATERINA I. GRAJALES
Notary Public, State Of New York
No. 01GR5010801
Qualified in N.Y. County
Commission Expires 4/5/20 15

My Commission Expires: _____

STATE OF _____)
COUNTY OF _____)

On this ____ day of _____, 2013, before me personally came Raphael Shin, to me known, who, being by me duly sworn did depose and say that he is a Senior Vice President of Cole Taylor Bank, an Illinois banking corporation, the company described in and which executed the foregoing instrument and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires: _____

STATE OF _____)
)
COUNTY OF _____)

On this ____ day of _____, 2013, before me personally came Martin Hoffman, to me known, who, being by me duly sworn did depose and say that he is the President of MILMAR FOOD GROUP, LLC, the company described in and which executed the foregoing instrument, and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires: _____

STATE OF Illinois)
)
COUNTY OF Cook)

On this 25th day of July, 2013, before me personally came Raphael Shin, to me known, who, being by me duly sworn did depose and say that he is a Senior Vice President of Cole Taylor Bank, an Illinois banking corporation, the company described in and which executed the foregoing instrument and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Maritza C. Rodriguez
Notary Public

My Commission Expires: _____



Schedule A - Trademarks

Country	Trademark	Registration #	Issue Date	Owner
USA	Koshair Cuisine	3004781	10/4/2005	MilMar Food Group, LLC
USA	No Forks Required	2967529	07/12/2005	MilMar Food Group, LLC
USA	Jet Chef	2946590	05/03/2005	MilMar Food Group, LLC

Schedule B – Patents

NONE