

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Phil's Fresh Foods, LLC		01/17/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Citibank, N.A., as Agent		
Street Address:	390 Greenwich Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3483641	PHIL'S FRESH FOODS	
Registration Number:	3487507	PHIL'S FRESH FOODS	
Registration Number:	3761852	EVOL	
Registration Number:	3791440	EVOL. BURRITOS	
Registration Number:	4003196	EVOL	
Registration Number:	4081403	EVOL	
Registration Number:	4049401	EVOL. GAMES	
Registration Number:	3925028	FESTEVOL.	
Registration Number:	4174595	.LOVE	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-906-1200		

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Email: angela.amaru@lw.com  
Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru  
Address Line 1: 885 Third Avenue  
Address Line 2: Suite 1000  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	049133-0060
NAME OF SUBMITTER:	Angela M. Amaru
Signature:	/s/ Angela M. Amaru
Date:	01/17/2014

**Total Attachments: 5**

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TRADEMARK COLLATERAL AGREEMENT

This Trademark Collateral Agreement, dated as of the 17th day of January, 2014 (this "*Trademark Collateral Agreement*"), is made by Phil's Fresh Foods, LLC ("*Debtor*") with its principal place of business and mailing address at 115 West Century Road, Suite 260, Paramus, NJ 07652, in favor of Citibank, N.A., ("*Citi*"), with its mailing address at 390 Greenwich Street, New York, New York 10013, in its capacity as administrative agent for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (Citi acting as such administrative agent and any successor(s) or assign(s) to Citi acting in such capacity being hereinafter referred to as the "*Agent*").

WHEREAS, Debtor entered into an Additional Guarantor Supplement bearing even date herewith to the Credit Agreement, dated July 9, 2013 (as may be amended, modified or restated from time to time, the "*Credit Agreement*"), pursuant to which Debtor is required to execute and deliver this Trademark Collateral Agreement; and

WHEREAS, Debtor entered into an Assumption and Supplemental Security Agreement, bearing even date herewith, to the Security Agreement Re. Intellectual Property, dated July 9, 2013 (as may be amended, modified or restated from time to time, the "*Security Agreement*") in favor of the Agent, pursuant to which Debtor granted a security interest to the Agent in certain trademarks, trademark registrations and trademark applications;

NOW, THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, for the ratable benefit of the Secured Creditors, Debtor hereby grants to the Agent a lien on and security interest in, all of the right, title and interest of Debtor in and to the following property as collateral security for the Secured Obligations (as defined in the Security Agreement):

(i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) All proceeds of the foregoing, including without limitation damages or payments now or hereafter due and/or payable by reason of past, present or future infringement, dilution or other violation of any trademark, trademark registration or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue or otherwise recover for any past, present or future infringement, dilution or other violation of any patent or patent application listed on Schedule A hereto, including the right to collect said damages.

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by the Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use or Amendment to Allege Use having been

filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use or Amendment to Allege Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

This Trademark Collateral Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Collateral Agreement by signing and delivering one or more counterparts.

This Trademark Collateral Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

*[signature pages follow]*

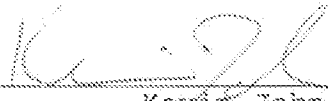
PHIL'S FRESH FOODS, LLC

By   
Name: Christine Sacco  
Title: Chief Financial Officer and Treasurer

{Trademark Collateral Agreement}

**TRADEMARK**  
**REEL: 005196 FRAME: 0425**

CITIBANK, N.A., as Agent

By   
Name Keylin Johns  
Title Vice President

[Trademark Collateral Agreement]

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

**U.S. FEDERAL TRADEMARK REGISTRATIONS**

<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Owner</b>
PHIL'S FRESH FOODS	3,483,641	August 12, 2008	Phil's Fresh Foods, LLC
PHIL'S FRESH FOODS	3,487,507	August 19, 2008	Phil's Fresh Foods, LLC
EVOL	3,761,852	March 16, 2010	Phil's Fresh Foods, LLC
EVOL BURRITOS	3,791,440	May 18, 2010	Phil's Fresh Foods, LLC
EVOL	4,003,196	July 26, 2011	Phil's Fresh Foods, LLC
EVOL	4,081,403	January 3, 2012	Phil's Fresh Foods, LLC
EVOL. GAMES	4,049,401	November 1, 2011	Phil's Fresh Foods, LLC
FESTEVOL	3,925,028	March 1, 2011	Phil's Fresh Foods, LLC
.LOVE (Stylized)	4,174,595	July 17, 2012	Phil's Fresh Foods, LLC

**U.S. FEDERAL TRADEMARK APPLICATIONS**

None.