

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM340824

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Guggenheim Corporate Funding, LLC		05/08/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Security Benefit Corporation		
Street Address:	One Security Benefit Place		
City:	Topeka		
State/Country:	KANSAS		
Postal Code:	66636		
Entity Type:	CORPORATION: KANSAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4091195	MELT SHOP GRILLED CHEESE	
CORRESPONDENCE DATA			
Fax Number:	7044448847		
<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>			
Phone:	212-548-2154		
Email:	ksaltrick@mcguirewoods.com		
Correspondent Name:	McGuireWoods LLP		
Address Line 1:	1345 Avenue of the Americas, 7th Floor		
Address Line 2:	Attention: Mirlande Telfort, Esq.		
Address Line 4:	New York, NEW YORK 10105-0106		
ATTORNEY DOCKET NUMBER:	2069383-1001 / M. TELFORT		
NAME OF SUBMITTER:	Mirlande Telfort, Esq.		
SIGNATURE:	/s/ Mirlande Telfort		
DATE SIGNED:	05/11/2015		
Total Attachments: 6			
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**NOTICE OF ASSIGNMENT OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Trademarks)**

This **NOTICE OF ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** ("Notice of Assignment") dated May 8, 2015, is between **GUGGENHEIM CORPORATE FUNDING, LLC**, as predecessor administrative agent ("Assignor"), and **SECURITY BENEFIT CORPORATION**, as Administrative Agent ("Assignee").

WHEREAS, MS 601, LLC, a Delaware limited liability company ("Grantor"), and Assignor entered into that certain Intellectual Property Security Agreement, dated as of March 22, 2013 (the "Intellectual Property Security Agreement"), whereby Grantor granted to Assignor a continuing security interest in all of its right, title and interest in the Collateral (as defined in the Intellectual Property Security Agreement), including, without limitation, each trademark registration and application listed on Schedule I attached hereto and incorporated herein by reference.

WHEREAS, the Intellectual Property Security Agreement was recorded in the records of the United States Patent and Trademark Office on March 25, 2013 at Reel 4989, Frame 0380.

WHEREAS, Assignor has resigned as Administrative Agent under the Intellectual Property Security Agreement.

WHEREAS, Assignee has been appointed as successor Administrative Agent under the Intellectual Property Security Agreement and has succeeded to all the rights, duties, authority, and responsibilities of the Administrative Agent thereunder pursuant to that certain Resignation and Appointment dated as of the date hereof ("Resignation and Appointment"), among Assignor, Assignee and the other parties thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Resignation and Appointment or the Intellectual Property Security Agreement, as applicable.

2. Resignation and Appointment. Pursuant to the terms and conditions set forth in the Resignation and Appointment, the Assignor has ceased to be Administrative Agent and Collateral Agent, and is succeeded to and replaced by the Successor Agent as Administrative Agent and Collateral Agent, under the Intellectual Property Security Agreement and the other Loan Documents. To the extent that any of Assignor's right, title and interest as Administrative Agent in the Intellectual Property Security Agreement was not validly transferred to Assignee pursuant to the Resignation and Appointment, Assignor hereby assigns, without representation, warranty or recourse, any and all such right, title and interest to Assignee. Furthermore, Assignor and Assignee execute this Notice of Assignment to give notice of the resignation by Assignor

and the acceptance by Assignee of all of Assignor's right, title and interest as Administrative Agent in the Intellectual Property Security Agreement.

Nothing herein shall be deemed to terminate, interrupt or impair the continuity of the security interest in the collateral originally granted to the Assignor under the Intellectual Property Security Agreement, which security interest is now succeeded by, assigned and transferred to the Assignee.

[Remainder of page left blank intentionally; signature page(s) follow]

IN WITNESS WHEREOF, Assignor and Assignee caused this Notice of Assignment to be duly executed as of the date first set forth above.

ASSIGNOR:

**GUGGENHEIM CORPORATE
FUNDING, LLC**

By: 

Name: William Hagner

Title: Attorney in Fact

ASSIGNEE:

SECURITY BENEFIT CORPORATION,
as Administrative Agent



By: _____

Name: Anthony D. Minella

Title: Chief Investment Officer

NOTICE OF ASSIGNMENT OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Signature Page)

TRADEMARK
REEL: 005513 FRAME: 0361

IN WITNESS WHEREOF, Assignor and Assignee caused this Notice of Assignment to be duly executed as of the date first set forth above.

ASSIGNOR:

**GUGGENHEIM CORPORATE
FUNDING, LLC**

By: _____

Name: _____

Title: _____

ASSIGNEE:

**SECURITY BENEFIT CORPORATION,
as Administrative Agent**

By: _____

Name: _____

Title: _____

ACKNOWLEDGED BY:

MS 601, LLC, as Grantor

By: Melt Shop, LLC, its sole member

By:  _____

Name: Andrew Stern

Title: Manager

NOTICE OF ASSIGNMENT OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Signature Page)

TRADEMARK
REEL: 005513 FRAME: 0362

SCHEDULE I
Trademarks

Grantor	Mark	Reg. Date	Reg. No.
MS 601, LLC	Melt Shop Grilled Cheese	January 24, 2012	4,091,195