

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
HARBINGER CAPITAL PARTNERS MASTER FUND I, LTD., as resigning administrative agent		05/11/2012	CORPORATION: CAYMAN ISLANDS

RECEIVING PARTY DATA

Name:	THE BANK OF NEW YORK MELLON, as successor to the interest of the Original Agent
Street Address:	600 East Las Colinas Boulevard
Internal Address:	Suite 1300
City:	Irving
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2906489	COHEN'S
Registration Number:	2910716	CASINO CHEF
Registration Number:	2697391	COHEN'S WILTON
Registration Number:	2607435	RESTAURANIC
Registration Number:	2500812	THE DIFFERENCE IS IN THE DETAILS
Registration Number:	2534561	WHEN YOUR REPUTATION DEPENDS ON IT
Registration Number:	2534560	FOR BLACK TIE. BLUE JEANS. OR IN BETWEEN.
Registration Number:	2238223	CASINO CHEF HORS D'OEUVRES
Registration Number:	2233462	COHEN'S FAMOUS
Registration Number:	1278218	BARNEYS
Registration Number:	1239601	BARNEY'S THE HORS D'OEUVRE PEOPLE
Registration Number:	1239600	BARNEY'S

CH \$315.00 2906489

CORRESPONDENCE DATA

Fax Number: 3102291001

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 310-728-3612

Email: dplucinski@akingump.com

Correspondent Name: Daniel Plucinski c/o Akin Gump

Address Line 1: 2029 Century Park East

Address Line 2: Suite 2400

Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	688411-0010
NAME OF SUBMITTER:	Daniel F. Plucinski
Signature:	/s/ Daniel F. Plucinski
Date:	05/14/2012
Total Attachments: 6 source=Cuisine Innovations Assignment of Security Agreement##page1.tif source=Cuisine Innovations Assignment of Security Agreement##page2.tif source=Cuisine Innovations Assignment of Security Agreement##page3.tif source=Cuisine Innovations Assignment of Security Agreement##page4.tif source=Cuisine Innovations Assignment of Security Agreement##page5.tif source=Cuisine Innovations Assignment of Security Agreement##page6.tif	

ASSIGNMENT OF SECURITY AGREEMENT (TRADEMARKS)

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, **HARBINGER CAPITAL PARTNERS MASTER FUND I, LTD.** (“Harbinger”), with an office at 555 Madison Avenue, 16th Floor, New York, New York 10022, as resigning administrative agent (in such capacity, the “*Original Agent*”) for the lenders (the “*Lenders*”) party to the Second Lien Term Loan Agreement, dated as of August 14, 2007, among R.A.B. Food Group, LLC, as borrower, the other Loan Parties party thereto, the Lenders and Harbinger, as Administrative Agent, hereby assigns to **THE BANK OF NEW YORK MELLON**, as successor to the interest of the Original Agent, with an office at 600 East Las Colinas Blvd., Suite 1300, Irving, Texas 75039 (in such capacity, the “*Successor Agent*”), all of the Original Agent’s right, title and interest in, to and under that certain Security Agreement (Trademarks), dated as of May 14, 2008 (the “*Agreement*”), executed by **CUISINE INNOVATIONS, LLC**, a Delaware limited liability company, with its principal office at 80 Avenue K, Newark, New Jersey 07105 (the “*Grantor*”), in favor of Original Agent, granting a security interest in those trademarks set forth on Schedule A attached hereto and recorded in the United States Patent and Trademark Office on June 24, 2008, Reel/Frame 3802/0175.

The Grantor hereby acknowledges and agrees that after giving effect to this Assignment, the security interests and assignments previously granted by Grantor in favor of Original Agent, in its capacity as administrative agent for the benefit of the Lenders, pursuant to the Agreement shall continue in full force and effect for the benefit of Successor Agent in its capacity as administrative agent for the benefit of the Lenders, and Grantor hereby reaffirms all such security interest grants and assignments and its obligations under the Agreement.

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

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Agreement (Trademarks) as of the 11th day of May, 2012.

GRANTOR:

CUISINE INNOVATIONS, LLC

By: _____

Name: Alan Barkiv

Title: Co-President and CEO

ORIGINAL AGENT:

**HARBINGER CAPITAL PARTNERS MASTER
FUND I, LTD., as resigning Administrative Agent**

By: _____

Name:

Title:

SUCCESSOR AGENT:

**THE BANK OF NEW YORK MELLON,
as successor Administrative Agent**

By: _____

Name:

Title:

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Agreement (Trademarks) as of the ___ day of May, 2012.

GRANTOR:

CUISINE INNOVATIONS, LLC

By: _____

Name:

Title:

ORIGINAL AGENT:

HARBINGER CAPITAL PARTNERS MASTER FUND I, LTD., as resigning Administrative Agent

By: *Harbinger Capital Partners LLC, its sole asset manager*

By: _____

Name:

Title:

Ian Estus

Vice President

SUCCESSOR AGENT:

THE BANK OF NEW YORK MELLON,
as successor Administrative Agent

By: _____

Name:

Title:

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Agreement (Trademarks) as of the ___ day of May, 2012.

GRANTOR:

CUISINE INNOVATIONS, LLC

By: _____

Name:

Title:

ORIGINAL AGENT:

**HARBINGER CAPITAL PARTNERS MASTER
FUND I, LTD., as resigning Administrative Agent**

By: _____

Name:

Title:

SUCCESSOR AGENT:

**THE BANK OF NEW YORK MELLON,
as successor Administrative Agent**

By:  _____

Name:

Title:

***Melinda Valentine
Vice President***

Schedule A

Trademark Collateral

Trademark	Registration Date	Filing or Registration Number
Cohen's	11-30-04	2906489
Casino Chef	12-14-04	2910716
Cohen's Wilton	03-18-03	2697391
Restauranic	08-13-02	2607435
The Difference is in the Details	10-23-01	2500812
When Your Reputation Depends On It	01-29-02	2534561
For Black Tie. Blue Jeans. Or In Between	01-29-02	2534560
Casino Chef Hors D'Oeuvres	04-13-99	2238223
Cohen's Famous	03-23-99	2233462
Barneys	05-15-84	1278218
Barney's The Hors D'Oeuvre People	05-24-83	1239601
Barney's	05-24-83	1239600