

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM328879

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
THE CHEF'N CORPORATION		12/23/2014	CORPORATION: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	General Electric Capital Corporation, as administrative agent		
<b>Street Address:</b>	201 Merritt 7		
<b>City:</b>	Norwalk		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06851		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 34</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4232492	ERGOSPHERE	
<b>Registration Number:</b>	4333535	FRESHFORCE	
<b>Registration Number:</b>	4232493	STEM GEM	
<b>Registration Number:</b>	4232494	VEGGISTEAM	
<b>Registration Number:</b>	4232495	EMULSTIR	
<b>Registration Number:</b>	4181718	VEGGICHOP	
<b>Registration Number:</b>	4284121		
<b>Registration Number:</b>	4060918	QUICKPIT	
<b>Registration Number:</b>	4060901	BANANZA BANANA SLICER	
<b>Registration Number:</b>	3920918	LAB921	
<b>Registration Number:</b>	3766123	EZ SQUEEZE	
<b>Registration Number:</b>	3737738	FRIDGE FORK	
<b>Registration Number:</b>	3709772	PALMBRUSH	
<b>Registration Number:</b>	3818988	GRABBIT	
<b>Registration Number:</b>	4027376	PALMPEELER	
<b>Registration Number:</b>	3665256		
<b>Registration Number:</b>	3385206	FLEXICADO	
<b>Registration Number:</b>	3385205	KITCHZEN	
<b>Registration Number:</b>	3470721	SPICESTRO	
<b>TRADEMARK</b>			

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Property Type	Number	Word Mark
Registration Number:	3509596	GARLICZOOM
Registration Number:	3505850	SPICESHOT
Registration Number:	3505802	ZIPFLIP
Registration Number:	3505803	OIL WAND
Registration Number:	3696255	CLEANGENUITY
Registration Number:	3148584	LAB921
Registration Number:	3192361	WISECRACKER
Registration Number:	3283779	SLEEKSTOR
Registration Number:	3006428	SWITCHIT
Registration Number:	3105820	DUAL GRINDER
Registration Number:	3024231	CHEF'N
Registration Number:	2650848	EZ SQUEEZE
Registration Number:	2697081	PEPPER BALL
Registration Number:	2703646	
Registration Number:	1484302	CHEF'N

**CORRESPONDENCE DATA**

**Fax Number:**

*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.*

**Email:** vmann@paulweiss.com, dewilliams@paulweiss.com

**Correspondent Name:** Virginia F. Mann

**Address Line 1:** 1285 Avenue of the Americas

**Address Line 4:** New York, NEW YORK 10019-6064

<b>ATTORNEY DOCKET NUMBER:</b>	20099-004
<b>NAME OF SUBMITTER:</b>	Virginia F. Mann
<b>SIGNATURE:</b>	/Virginia F. Mann/
<b>DATE SIGNED:</b>	01/13/2015

**Total Attachments: 7**

- source=Chef'n IP Security Agreement (Trademarks) (Fully Executed)#page1.tif
- source=Chef'n IP Security Agreement (Trademarks) (Fully Executed)#page2.tif
- source=Chef'n IP Security Agreement (Trademarks) (Fully Executed)#page3.tif
- source=Chef'n IP Security Agreement (Trademarks) (Fully Executed)#page4.tif
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- source=Chef'n IP Security Agreement (Trademarks) (Fully Executed)#page6.tif
- source=Chef'n IP Security Agreement (Trademarks) (Fully Executed)#page7.tif

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 23, 2014, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of General Electric Capital Corporation (“GE Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

## WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of November 6, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, the Grantors, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement dated as of June 8, 2012 in favor of the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto, but excluding any “intent to use” Trademark applications for

which a statement of use has not been filed (but only until such statement has been filed);

- (a) all renewals and extensions of the foregoing;
- (b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

CHEF'N CORPORATION, as Grantor

By:   
Name: Michael Schnabel  
Title: Secretary

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Agent

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

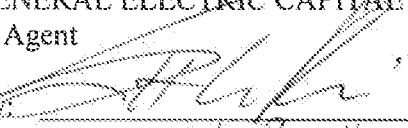
Very truly yours,

CHEF'N CORPORATION, as Grantor

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND AGREED  
as of the date first above written:


GENERAL ELECTRIC CAPITAL CORPORATION,  
as Agent

By:   
Name: Scott W. Herzelt  
Title: Duly Authorized Signatory

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT


Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date
ERGOSPHERE ERGOSPHERE	US Federal	85413331 01-SEP-2011	4232492 30-OCT-2012
FRESHFORCE FRESHFORCE	US Federal	85413342 01-SEP-2011	4333535 14-MAY-2013
STEM GEM STEM GEM	US Federal	85413344 01-SEP-2011	4232493 30-OCT-2012
VEGGISTEAM VEGGISTEAM	US Federal	85413346 01-SEP-2011	4232494 30-OCT-2012
EMULSTIR EMULSTIR	US Federal	85413347 01-SEP-2011	4232495 30-OCT-2012
VEGGICHOP VEGGICHOP	US Federal	85231486 01-FEB-2011	4181718 31-JUL-2012
<i>Design Only</i> 	US Federal	85198853 15-DEC-2010	4284121 29-JAN-2013
QUICKPIT QUICKPIT	US Federal	85045499 21-MAY-2010	4060918 22-NOV-2011
BANANZA BANANA SLICER <small>BANANZA BANANA SLICER</small>	US Federal	85039239 14-MAY-2010	4060901 22-NOV-2011
LAB921 LAB921	US Federal	77880024 24-NOV-2009	3920918 15-FEB-2011
EZ SQUEEZE EZ SQUEEZE	US Federal	77668320 11-FEB-2009	3766123 30-MAR-2010

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date
FRIDGE FORK FRIDGE FORK	US Federal	77501079 17-JUN-2008	3737738 12-JAN-2010
PALMBRUSH PALMBRUSH	US Federal	77501088 17-JUN-2008	3709772 10-NOV-2009
GRABBIT GRABBIT	US Federal	77501099 17-JUN-2008	3818988 13-JUL-2010
PALMPEELER PALMPEELER	US Federal	77426056 19-MAR-2008	4027376 20-SEP-2011
<i>Design Only</i> 	US Federal	77390667 06-FEB-2008	3665256 04-AUG-2009
FLEXICADO FLEXICADO	US Federal	77234709 20-JUL-2007	3385206 19-FEB-2008
KITCHZEN KITCHZEN	US Federal	77234702 20-JUL-2007	3385205 19-FEB-2008
SPICESTRO SPICESTRO	US Federal	77230805 16-JUL-2007	3470721 22-JUL-2008
GARLICZOOM GARLICZOOM	US Federal	77212544 21-JUN-2007	3509596 30-SEP-2008
SPICESHOT SPICESHOT	US Federal	77054076 30-NOV-2006	3505850 23-SEP-2008
ZIPFLIP ZIPFLIP	US Federal	77028525 24-OCT-2006	3505802 23-SEP-2008
OIL WAND OIL WAND	US Federal	77028527 24-OCT-2006	3505803 23-SEP-2008
CLEANGENUITY CLEANGENUITY	US Federal	77028521 24-OCT-2006	3696255 13-OCT-2009
LAB921 LAB921	US Federal	78740311 25-OCT-2005	3148584 26-SEP-2006



Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date
WISECRACKER WISECRACKER	US Federal	78740362 25-OCT-2005	3192361 02-JAN-2007
SLEEKSTOR SLEEKSTOR	US Federal	78740364 25-OCT-2005	3283779 21-AUG-2007
SWITCHIT	US Federal	78257018 02-JUN-2003	3006428 11-OCT-2005
DUAL GRINDER	US Federal	78223089 07-MAR-2003	3105820 20-JUN-2006
CHEF'N	US Federal	76976735 13-FEB-2002	3024231 06-DEC-2005
EZ SQUEEZE	US Federal	76224780 14-MAR-2001	2650848 12-NOV-2002
PEPPER BALL	US Federal	76179317 07-DEC-2000	2697081 18-MAR-2003
<i>Design Only</i> 	US Federal	76179316 07-DEC-2000	2703646 08-APR-2003
CHEF'N	US Federal	73678303 14-AUG-1987	1484302 12-APR-1988

## 2. TRADEMARK APPLICATIONS

None.