

## PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT3960637

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
GE CAPITAL FRANCHISE FINANCE CORPORATION, AS SUBAGENT FOR GENERAL ELECTRIC COMPANY AS SUCCESSOR IN INTEREST TO GENERAL ELECTRIC CAPITAL CORPORATION	06/15/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	SPECIALTY'S CAFE & BAKERY, INC.
<b>Street Address:</b>	5050 HOPYARD ROAD
<b>Internal Address:</b>	SUITE 250
<b>City:</b>	PLEASANTON
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94588
<b>PROPERTY NUMBERS Total: 6</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	12267408
Application Number:	12326802
Application Number:	61721624
Application Number:	13710027
Application Number:	13901468
Application Number:	11554921
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(212)355-3333
<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>	
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<b>Correspondent Name:</b>	GOODWIN PROCTER LLP/JANIS NICI
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<b>ATTORNEY DOCKET NUMBER:</b>	129842234685
<b>NAME OF SUBMITTER:</b>	JANIS NICI
<b>SIGNATURE:</b>	/janis nici/

<b>DATE SIGNED:</b>	07/13/2016
<b>Total Attachments: 3</b> source=Patent Release - Specialty#page1.tif source=Patent Release - Specialty#page2.tif source=Patent Release - Specialty#page3.tif	

## **PATENT RELEASE AND REASSIGNMENT**

THIS PATENT RELEASE AND REASSIGNMENT is made as of June 15, 2016, by GE Capital Franchise Finance Corporation, as subagent for General Electric Company (as successor in interest to General Electric Capital Corporation) ("Secured Party"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below) and the Guaranty and Security Agreement (as defined in the Security Agreement), as applicable.

### **W I T N E S S E T H:**

WHEREAS, Specialty's Café & Bakery, Inc., a California corporation ("Grantor") and Secured Party were parties to that certain Patent Security Agreement dated as of September 24, 2014 (the "Security Agreement") pursuant to which the Grantor granted a security interest to Secured Party in certain Patents and Patent Collateral (as defined below) as security for certain obligations owing by Grantor to Secured Party, including the Patents set forth on Schedule 1 hereto;

WHEREAS, the Security Agreement was recorded by the Patent Division of the United States Patent and Trademark Office on September 24, 2014, at Reel 033804, Frame 0976;

WHEREAS, Grantor has requested that Secured Party release its security interest in the Patents and Patent Collateral and reassign any and all rights in the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Secured Party hereby terminates, cancels, releases and discharges its security interest in all of Grantor's right, title and interest in and to the following (collectively the "Patent Collateral"):

(i) all of its Patents and all IP Licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;

(ii) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(iii) 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.

2. Secured Party hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Secured Party, any and all of Secured Party's right, title and interest in and to the Patents and the Patent Collateral.

3. This Patent Release and Reassignment shall be governed by and construed and interpreted in accordance with the laws of the State of New York.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Secured Party has caused this Patent Release and Reassignment to be executed as of the day and year first above written.

GENERAL ELECTRIC COMPANY

By: GE CAPITAL FRANCHISE FINANCE  
CORPORATION,  
a Delaware corporation, as sub-agent and Lender

By:   
Print Name: SAMIR NUNDY  
Its: Authorized Signatory

**SCHEDULE 1**

**Patent Registrations**

None

**Patent Applications**

<b>PATENT APPLICATIONS</b>	<b>APPLICATION NO.</b>	<b>PUBLICATION NO.</b>	<b>FILING DATE</b>
Redeemable Gift Message	12/267,408	2010-0211478	11/7/08
Fresh Product System	12/326,802	2010-0138497	12/2/08
Method for Managing a Good Production Process	61/721,624	N/A	11/2/12
Method for Enabling Group Food Orders	13/710,027	20130151357	12/10/12
Methods for Submitting a Good Order Remotely	13/901,468	N/A	5/23/13
Facilitating Procurement of Food Items	11/554,921	N/A	10/31/06