

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
Grecian Delight Foods, Inc.		11/30/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	135 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	national banking association: ILLINOIS

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	1960058	"A DASH OF OOPA IN EVERY BITE"
Registration Number:	3164454	ARTURO'S OF CHICAGO
Registration Number:	1274443	ATHENIAN GYROS
Registration Number:	2887031	FEISTY FETA
Registration Number:	1147300	GRECIAN DELIGHT
Registration Number:	1504163	GRECIAN DELIGHT
Registration Number:	3321049	IL POSTO
Registration Number:	1787232	MEDITERRANEAN MENU ADVENTURE
Registration Number:	1371600	PITA FOLDS
Registration Number:	1273779	PITA WRAP
Registration Number:	2244953	PITA WRAPS
Registration Number:	2103738	THE GYROS CLASSIC
Registration Number:	3791671	THE LEADING QUALITY MANUFACTURER & MARKETER OF AUTHENTIC GREEK AND SPECIALTY MEDITERRANEAN FOODS

CH \$590.00 1960058

Registration Number:	4077800	MANY CHOICES. ONE REPUBLIC.
Registration Number:	4077801	MANY CHOICES. ONE REPUBLIC.
Registration Number:	4077799	ONE REPUBLIC FLATBREADS BY GRECIAN DELIGHT FOODS
Registration Number:	4077747	ONE REPUBLIC
Registration Number:	3903455	ARTURO'S
Registration Number:	3279315	YOUR SOURCE FOR EVERYTHING MEDITERRANEAN
Registration Number:	3722394	OPAA! BRAND
Registration Number:	3837312	GRECIAN DELIGHT CHICAGO STYLE GYROS
Serial Number:	77767064	FLATBREAD THINS
Serial Number:	85695976	FLATBREAD TOASTERS

CORRESPONDENCE DATA

Fax Number: 2029068669
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 202.906.8790
Email: smckeon@dykema.com
Correspondent Name: Shannon Marie McKeon
Address Line 1: 1300 I Street, N.W.
Address Line 2: Suite 300
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	011485.1332
NAME OF SUBMITTER:	Shannon Marie McKeon
Signature:	/Shannon Marie McKeon/
Date:	12/03/2012

Total Attachments: 7
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AMENDED AND RESTATED
SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AMENDED AND RESTATED SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") dated as of November 30, 2012, is by Grecian Delight Foods, Inc., a Delaware corporation (the "Grantor"), in favor of BANK OF AMERICA, N.A., a national banking association, as successor by merger to LaSalle Bank National Association (the "Bank").

WITNESSETH:

WHEREAS, the Grantor and the Bank have heretofore entered into that certain Amended and Restated Loan Agreement dated as of January 8, 2010 (as heretofore amended, restated, modified or supplemented, the "Existing Loan Agreement");

WHEREAS, in connection with the Existing Loan Agreement, the Grantor entered into that certain Short Form Intellectual Property Security Agreement dated as of January 8, 2010 in favor of the Bank (the "Existing Agreement");

WHEREAS, concurrently herewith, the Grantor and the Bank are entering into that certain Second Amended and Restated Loan Agreement dated as of even date herewith (as amended, restated, modified or supplemented and in effect from time to time, the "Loan Agreement"), which amends and restates the Existing Loan Agreement in its entirety, and pursuant to which the Bank has agreed to make and/or continue to make certain loans and financial accommodations to the Grantor, which loans and financial accommodations are secured and continued to be secured pursuant to that certain Second Amended and Restated Security Agreement dated as of even date herewith by and between the Grantor and the Bank (as amended, restated, modified or supplemented and in effect from time to time, the "Security Agreement"), and which Security Agreement provides for the grant by the Grantor to the Bank of a security interest in all or substantially all of the Grantor's assets, including, without limitation, its patents and patent applications, trademarks and trademark applications, and copyrights and copyright applications;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

Section 1. Defined Terms. Unless otherwise defined herein, terms used herein have the meaning given to them in the Security Agreement.

Section 2. Grant of Security Interest in Intellectual Property. The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all of the Indebtedness, hereby mortgages and pledges to the Bank and grants to the Bank a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Collateral"):

(a) all of its patents, patent applications, trademarks, trademark applications, copyrights and copyright applications, including, without limitation, those referred to on Schedule I hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each of its patents, patent applications, trademarks, trademark applications, copyrights and copyright applications; and

(c) all rights to sue at law or in equity for any infringement or other impairment of the foregoing, including the right to receive all proceeds and damages thereof.

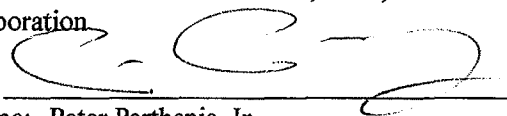
Section 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Bank as set forth and pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Bank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

Section 4. Amendment and Restatement. This Agreement amends and restates the Existing Agreement in its entirety effective as of the date hereof. Nothing herein shall be construed as having the effect of terminating or releasing the liens and security interests granted pursuant to the Existing Agreement. Instead, it is the express intention of the Grantor to reaffirm such grants as valid and enforceable security interests and liens which originally attached to the Collateral pursuant to the Existing Agreement and are continuing in favor of the Bank under this Agreement. Neither the execution and delivery of this Agreement nor any of the terms hereof shall be deemed to adversely affect any of the liens and security interests in favor of the Bank under the Existing Agreement, as amended and restated hereby.

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

IN WITNESS WHEREOF, the Grantor has caused this Amended and Restated Short Form Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRECIAN DELIGHT FOODS, INC., a Delaware corporation

By: 
Name: Peter Parthenis, Jr
Title: President

Acknowledged:

BANK OF AMERICA, N.A., as successor by merger to LaSalle Bank National Association

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Grantor has caused this Amended and Restated Short Form Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRECIAN DELIGHT FOODS, INC., a Delaware corporation

By: _____
Name: Peter Parthenis, Jr
Title: President

Acknowledged:

BANK OF AMERICA, N.A., as successor by merger to LaSalle Bank National Association

By: _____
Name: Jason E. Guerra
Title: Vice President

**SCHEDULE I
TO
SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT**

PATENTS:

Patent Number	Patent Application Number	Date Patent Issued	Date of Patent Application
4,744,130	07/015,368	May 17, 1988	February 17, 1987

TRADEMARKS:

U.S. AND ILLINOIS TRADEMARK REGISTRATIONS

Mark	State/Country	Registration No.	Registration Date
ARTURO'S	ILLINOIS	037308	March 16, 1965
ARTHURO'S OF CHICAGO	ILLINOIS	075251	September 13, 1994
A DASH OF OOPA IN EVERY BITE	U.S.	1,960,058	March 5, 1996
ARTURO'S OF CHICAGO	U.S.	3,164,454	October 31, 2006
ATHENIAN GYROS & Design	U.S.	1,274,443	April 17, 1984
FIESTY FETA	U.S.	2,887,031	September 21, 2004
GRECIAN DELIGHT	U.S.	1,147,300	February 17, 1981
GRECIAN DELIGHT & Design	U.S.	1,504,163	September 13, 1988
IL POSTO	U.S.	3,321,049	October 23, 2007
MEDITERRANEAN MENU ADVENTURE	U.S.	1,787,232	August 10, 1993
PITA FOLDS	U.S.	1,371,600	November 19, 1985
PITA WRAP	U.S.	1,273,779	April 10, 1984
PITA WRAPS	U.S.	2,244,953	May 11, 1999
THE GYROS CLASSIC	U.S.	2,103,738	October 7, 1997

THE LEADING QUALITY MANUFACTURER & MARKETER OF AUTHENTIC GREEK AND SPECIALTY MEDITERRANEAN FOODS	U.S.	3,791,671	May 18, 2010
MANY CHOICES. ONE REPUBLIC.	U.S.	4,077,800	December 27, 2011
MANY CHOICES. ONE REPUBLIC.	U.S.	4,077,801	December 27, 2011
ONE REPUBLIC FLATBREADS BY GRECIAN DELIGHT FOODS	U.S.	4,077,799	December 27, 2011
ONE REPUBLIC	U.S.	4,077,747	December 27, 2011
ARTURO'S	U.S.	3,903,455	January 11, 2011
YOUR SOURCE FOR EVERYTHING MEDITERRANEAN	U.S.	3,279,315	August 14, 2007
OPAA! BRAND	U.S.	3,722,394	December 8, 2009
GRECIAN DELIGHT CHICAGO STYLE GYROS	U.S.	3,837,312	August 24, 2010
ATHENIAN GYROS	Canada	269858	June 4, 1982
CHICAGO STYLE GYROS	Canada	539091	January 3, 2001
GRECIAN DELIGHT	Canada	269654	May 28, 1982
GRECIAN DELIGHT & Design	Canada	539090	January 3, 2001
PITA WRAPS	Canada	548950	July 31, 2001

U.S. TRADEMARK APPLICATIONS

Mark	Serial No.	Application No.	Application Date
FLATBREAD THINS	77/767,064	77/767,064	June 24, 2009
FLATBREAD TOASTERS	85/695,976		

COPYRIGHTS: None.