

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
TooJay's Management LLC		10/07/2013	LIMITED LIABILITY COMPANY: FLORIDA

**RECEIVING PARTY DATA**

Name:	General Electric Capital Corporation, as Agent
Street Address:	500 W Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	1291553	TOOJAY'S
Registration Number:	1812521	TOOJAY'S ORIGINAL GOURMET DELI
Registration Number:	2373024	TOOJAY' S
Registration Number:	2373025	
Registration Number:	2372026	NATIONWIDE BOX

**CORRESPONDENCE DATA**

Fax Number: 3125774565  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 312-577-8265  
 Email: kristin.brozovic@kattenlaw.com  
 Correspondent Name: Kristin Brozovic c/o Katten  
 Address Line 1: 525 W Monroe Street  
 Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	342930-47	<b>TRADEMARK</b>
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CH \$140.00 1291553

NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/
Date:	10/07/2013
<b>Total Attachments: 5</b> source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 7, 2013, is made by TooJay's Management LLC, a Florida limited liability company (the "Grantor"), 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 Credit Agreement, dated as of October 7, 2013 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, as Borrower, Holdings, 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 of even date herewith in favor of the Agent (as amended, restated, amended and restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is 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, the Grantor hereby agrees with the Agent as follows:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.
2. Grant of Security Interest in Trademark Collateral. The 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 the 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 the Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto (provided that no security interest shall be granted in any "intent to use" Trademark applications for which a statement of use has not been filed (but only until such statement is filed));

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) 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.

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 the 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.

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

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.

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, the 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,

TOOJAY'S MANAGEMENT LLC, a Florida  
limited liability company formerly TooJay's  
Management Corporation, as Grantor

By: 

Name: John S. Castle


Title: Authorized Signatory

Trademark Security Agreement.

**TRADEMARK**  
**REEL: 005126 FRAME: 0305**

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION  
as Agent

By:   
Name: Daniel Nunes  
Title: Duly Authorized Signatory

Trademark Security Agreement

**TRADEMARK**  
**REEL: 005126 FRAME: 0306**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS

Registration Number	Registration Date	Owner	Jurisdiction	Description of Service Mark	Licenses or other rights granted by Grantor
1,291,553	Aug. 21, 1984	TooJay's Management LLC <sup>1</sup>	USA	TooJay's (words)	None
1,812,521	Dec. 21, 1993	TooJay's Management LLC	USA	TooJay's Original Gourmet Deli logo	None
2,373,024	Aug. 1, 2000	TooJay's Management LLC	USA	TooJay's (words)	None
2,373,025	Aug. 1, 2000	TooJay's Management LLC	USA	Logo of two birds	None
2,373,026	Aug. 1, 2000	TooJay's Management LLC	USA	TooJay's logo	None

TRADEMARK APPLICATIONS

None

IP LICENSES

None

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<sup>1</sup> The Trademark Assignment application to change the name of the record owner of the Trademarks listed above from TooJay's Management Corporation to TooJay's Management LLC was submitted on October 2, 2013. Confirmation of the name change has not yet been provided but is expected to be delivered shortly after Closing.