

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:	Brookside Mezzanine Fund II, L.P.
Street Address:	201 Tresser Boulevard
Internal Address:	Suite 330
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901-3435
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Brookside Mezzanine Fund III, L.P.
Street Address:	201 Tresser Boulevard
Internal Address:	Suite 330
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901-3435
Entity Type:	LIMITED PARTNERSHIP: 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:	2373026	TOOJAY'S

CH \$140.00 1291553

CORRESPONDENCE DATA

Fax Number: 6172484000

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

Email: tadmin@choate.com

Correspondent Name: Elizabeth A. Walker

Address Line 1: Two International Place

Address Line 2: Choate Hall & Stewart LLP

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	2011100-0001
NAME OF SUBMITTER:	Elizabeth A. Walker
Signature:	/Elizabeth A. Walker/
Date:	10/07/2013

Total Attachments: 6

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“THIS INSTRUMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (THE “**SUBORDINATION AGREEMENT**”) DATED AS OF OCTOBER 7, 2013 AMONG BROOKSIDE MEZZANINE FUND II, L.P., BROOKSIDE MEZZANINE FUND III, L.P., (COLLECTIVELY, “**BROOKSIDE**” AND WITH ANY OTHER PERSON THAT IS OR BECOMES A LENDER UNDER THE SECURITIES PURCHASE AGREEMENT, INDIVIDUALLY, A “**SUBORDINATED CREDITOR**” AND, COLLECTIVELY, THE “**SUBORDINATED CREDITORS**”), TOOJAY’S MANAGEMENT LLC, A FLORIDA LIMITED LIABILITY COMPANY (THE “**COMPANY**”), TJ ACQUISITION LLC, A DELAWARE LIMITED LIABILITY COMPANY (“**HOLDINGS**”), EACH OF THE SUBSIDIARIES OF HOLDINGS (THE “**SUBSIDIARIES**”), AND GENERAL ELECTRIC CAPITAL CORPORATION, A DELAWARE CORPORATION, AS ADMINISTRATIVE AGENT FOR ALL LENDERS PARTY TO THE CREDIT AGREEMENT DESCRIBED BELOW (THE “**AGENT**”), TO THE INDEBTEDNESS (INCLUDING INTEREST) OWED UNDER THAT CERTAIN CREDIT AGREEMENT DATED AS OF OCTOBER 7, 2013 AMONG THE COMPANY, AGENT AND THE LENDERS FROM TIME TO TIME PARTY THERETO, AS SUCH CREDIT AGREEMENT HAS BEEN AND HEREAFTER MAY BE AMENDED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.”

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 Brookside Mezzanine Fund II, L.P. and Brookside Mezzanine Fund III, L.P., collectively, together with their successors and permitted assigns, the “Purchasers”) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Securities Purchase 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 “Securities Purchase Agreement”), among the Company and the Purchasers, the Purchasers have agreed to purchase the Notes upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Company) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Purchasers (as amended, restated, amended and restated, supplemented or otherwise modified, the

“Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Securities Purchase Agreement); 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 Purchasers to enter into the Securities Purchase Agreement and to induce the Purchasers to purchase the Notes thereunder, the Grantor hereby agrees with the Purchasers 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 Purchasers for the benefit of the Secured Parties, and grants to the Purchasers 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.

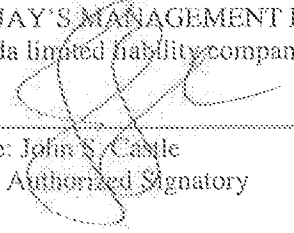
7. Intercreditor Agreement. Purchasers, Grantors and Senior Credit Agent have entered into the Intercreditor Agreement. To the extent any provision of this Agreement conflicts with the Intercreditor Agreement, the Intercreditor Agreement shall control. Without limiting the generality of the foregoing, until the payment in full in cash of the Senior Debt (as defined therein), (a) any assignment or transfer of Collateral hereunder to Purchasers shall be to Senior Credit Agent, (b) any delivery of any Collateral or any other item to Purchasers required hereunder shall be to Senior Credit Agent, and (c) all items required to be delivered to Purchasers hereunder, including, without limitation, stock certificates, distributions, dividends, instruments, chattel paper or other property paid or payable with respect to any of the Collateral shall be delivered to Senior Credit Agent as contractual representative for purposes of perfection for the Purchasers.

[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, as Grantor

By: 
Name: John N. Castle
Title: Authorized Signatory

ACCEPTED AND AGREED
as of the date first above written:

BROOKSIDE MEZZANINE FUND II, L.P.

By: Brookside Mezzanine Partners II, LLC,
its general partner

By: _____
Name: _____
Title: Duly Authorized Signatory

BROOKSIDE MEZZANINE FUND III, L.P.

By: Brookside Mezzanine Partners III, LLC,
its general partner

By: _____
Name: _____
Title: Duly Authorized Signatory

Trademark Security Agreement (TooJay's / Sub Debt)

TRADEMARK
REEL: 005126 FRAME: 0541

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, as Grantor

By: _____

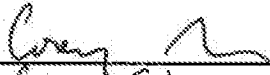
Name:

Title:

ACCEPTED AND AGREED
as of the date first above written:

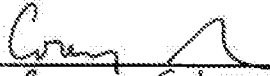
BROOKSIDE MEZZANINE FUND II, L.P.

By: Brookside Mezzanine Partners II, LLC,
its general partner

By: 
Name: Corey Sclar
Title: Duly Authorized Signatory

BROOKSIDE MEZZANINE FUND III, L.P.

By: Brookside Mezzanine Partners III, LLC,
its general partner

By: 
Name: Corey Sclar
Title: Duly Authorized Signatory

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 ¹	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

¹ 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.