

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM353751

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|---|--|--------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Assignment of Intellectual Property Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| General Electric Capital Corporation | | 08/21/2015 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Antares Capital LP | | |
| Street Address: | 500 W. Monroe Street | | |
| Internal Address: | 17th Floor | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60661 | | |
| 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 | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3026365454 | | |
| <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> | | | |
| Phone: | 800-927-9801 x 62348 | | |
| Email: | jean.paterson@cscglobal.com | | |
| Correspondent Name: | Corporation Service Company | | |
| Address Line 1: | 1090 Vermont Avenue NW, Suite 430 | | |
| Address Line 4: | Washington, D.C. 20005 | | |
| ATTORNEY DOCKET NUMBER: | 772438-3A | | |
| NAME OF SUBMITTER: | Jean Paterson | | |
| SIGNATURE: | /jep/ | | |
| DATE SIGNED: | 09/02/2015 | | |

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Total Attachments: 4

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**ASSIGNMENT OF INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

This **ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Assignment"), dated as of August 21, 2015, is by **GENERAL ELECTRIC CAPITAL CORPORATION** (individually, "GECC"), acting in its capacity as the current and resigning administrative agent (in such capacity, the "Retiring Agent") and **ANTARES CAPITAL LP**, a Delaware limited partnership (individually, "Antares"), acting in its capacity as the successor administrative agent (in such capacity, the "Successor Agent").

RECITALS:

WHEREAS, Toojay's Management LLC, as "Grantor", and Retiring Agent are parties to those certain intellectual property security agreements identified in Exhibit A attached hereto (as the same have been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, collectively, the "Agreements") covering certain intellectual property set forth on Exhibit B attached hereto; and

WHEREAS, pursuant to that certain Omnibus Agency Transfer Agreement by and among GECC, as the Retiring Agent, and Antares, as Successor Agent, Retiring Agent has assigned to Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the Agreements, in each instance, in its capacity as administrative agent and, if applicable, collateral agent.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Retiring Agent hereby assigns and transfers to Successor Agent and its successors and assigns, all of its rights, title and interest in and to the Agreements.

This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, Retiring Agent and Successor Agent have caused this Assignment to be duly executed as of the date first above written.

RETIRING AGENT:

**GENERAL ELECTRIC CAPITAL
CORPORATION**

By: Heidi Kinehart
Name: Heidi Kinehart
Its: Duly Authorized Signatory

SUCCESSOR AGENT:

ANTARES CAPITAL LP

By: Heidi Kinehart
Name: Heidi Kinehart
Title: Duly Authorized Signatory

EXHIBIT A

Copyright Security Agreement dated as of October 7, 2013 and filed with the United States Copyright Office on November 12, 2013.

Trademark Security Agreement dated as of October 7, 2013 and recorded with the United States Patent and Trademark Office on October 7, 2013 at Reel 5126, Frame 0301.

Assignment of Intellectual Property Security Agreement

TRADEMARK
REEL: 005615 FRAME: 0353

EXHIBIT B

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 |

REGISTERED COPYRIGHTS

| Registration Number | Registration Date | Owner | Jurisdiction | Description of Service Mark | Licenses or other rights granted by Grantor |
|---------------------|-------------------|--------------------------------------|--------------|--|---|
| TX6061704 | Nov. 10, 2004 | TooJay's Management LLC ¹ | USA | TooJay's Original Gourmet Deli: take out menu (textual works) | None |
| TX6061703 | Nov. 10, 2004 | TooJay's Management LLC | USA | TooJay's Original Gourmet Deli: dinner (textual works) | None |
| TX6052072 | Nov. 10, 2004 | TooJay's Management LLC | USA | TooJay's Original Gourmet Deli breakfast & lunch (textual works) | None |

Assignment of Intellectual Property Security Agreement