

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM424188

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sinbad Foods, LLC		04/11/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MB Financial Bank, N.A.		
<b>Street Address:</b>	6111 N. River Road		
<b>Internal Address:</b>	3rd Floor		
<b>City:</b>	Rosemont		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60018		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87371531	SIMPLY SINBAD	
<b>Serial Number:</b>	87371533	SIMPLY SINBAD	
<b>Registration Number:</b>	3248047	SINBAD	
<b>Registration Number:</b>	3028567	SINBAD SWEETS	
<b>Registration Number:</b>	2847507	THE RAIN CREEK BAKING COMPANY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125802201		
<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>			
<b>Phone:</b>	3125805062		
<b>Email:</b>	DROGERS@THOMPSONCOBURN.COM		
<b>Correspondent Name:</b>	Diona E. Rogers		
<b>Address Line 1:</b>	55 E. Monroe		
<b>Address Line 2:</b>	37th Floor		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>NAME OF SUBMITTER:</b>	Diona E Rogers		
<b>SIGNATURE:</b>	/Diona E. Rogers/		
<b>DATE SIGNED:</b>	04/19/2017		

OP \$140.00 87371531

**Total Attachments: 4**

source=MBF Sinbad Foods Grant of Security Interest in Trademarks and Patents#page1.tif

source=MBF Sinbad Foods Grant of Security Interest in Trademarks and Patents#page2.tif

source=MBF Sinbad Foods Grant of Security Interest in Trademarks and Patents#page3.tif

source=MBF Sinbad Foods Grant of Security Interest in Trademarks and Patents#page4.tif

## **GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS**

WHEREAS, SINBAD FOODS, LLC, a Delaware limited liability company (“**Grantor**”), owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith, and the patents and patent applications, in each case set forth on Schedule A and Schedule B attached hereto; and

WHEREAS, MB Financial Bank, N.A. (the “**Grantee**”), desires to acquire a security interest in, and lien on, all of Grantor’s right, title and interest in and to Grantor’s trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Credit and Security Agreement dated as of April 11, 2017, between the Grantor and the Grantee (as amended from time to time, the “**Credit Agreement**”), the Grantor hereby grants to the Grantee a security interest in, and a lien upon, all of Grantor’s right, title and interest in and to (i) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the “**Marks**”) set forth on Schedule A attached hereto, (ii) the patents and patent applications (the “**Patents**”) set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Credit Agreement) of the Marks, (iv) all of the goodwill of the businesses with which the Marks are associated, and (v) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks and/or Patents or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Credit Agreement) of the Grantor and shall be effective as of the date of the Credit Agreement.

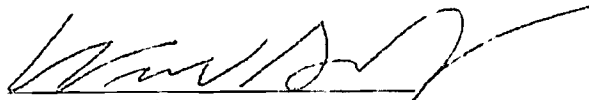
This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Credit Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern.

*[signature page to follow]*

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Credit Agreement.


**GRANTOR:**

SINBAD FOODS, LLC,  
a Delaware limited liability company

By:   
Name: William V. Glastis, Jr.  
Title: Chairman

**GRANTEE:**

MB FINANCIAL BANK, N.A.

By:   
Name: Stan Scott  
Title: Senior Vice President

Signature Page Grant of Security Interest in Trademarks and Patents

**Schedule A - Trademarks**

<b>Country</b>	<b>Trademark</b>	<b>Application #</b>	<b>Registration #</b>	<b>Issue Date</b>	<b>Status</b>	<b>Owner</b>
USA	Simply Sinbad (logo)	87371531	-	-	Pending	Sinbad Foods, LLC
USA	Simply Sinbad	87371533	-	-	Pending	Sinbad Foods, LLC
USA	Sinbad	78223719	3248047	05/29/2007	Registered	Sinbad Foods, LLC
USA	Sinbad Sweets (logo)	78505713	3028567	12/13/2005	Registered	Sinbad Foods, LLC
USA	Rain Creek Baking Company	78223745	2847507	06/01/2004	Registered	Sinbad Foods, LLC

**Schedule B – Patents**

None.