



UCC

LIEN NO. 90790068

TIMELESS FOODS, INC.

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

04/12/2016 9:53AM 000001 #8786

0010

UCC \$15.00  
CHECK \$15.00

A. NAME & PHONE OF CONTACT AT FILER (optional) Phone: (800) 331-3282 Fax: (818) 662-4141	
B. E-MAIL CONTACT AT FILER (optional) CLS-CTLS_Glendale_Customer_Service@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 25188 - SIGNATURE	
CT Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	53405738  OROR

File with: Secretary of State, OR

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME Timeless Foods, Inc.						
OR	1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS 3405 Spectrum Blvd			CITY Richardson	STATE TX	POSTAL CODE 75082	COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME						
OR	2b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Signature Financial LLC						
OR	3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS 10545 Willows Road NE, Ste 120			CITY Redmond	STATE WA	POSTAL CODE 98052	COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:  
All Good, Accounts, Documents, Instruments, Money, Chattel Paper, Deposit Accounts, Letter of Credit Rights, Investment Property, Equipment and General Intangibles arising from or used in connection with the Popeye's restaurant location(s) described on SCHEDULE X attached hereto; all as more fully described on SCHEDULE X which is incorporated herein and made a part hereof.

5. Check only if applicable and check only one box: Collateral is  held in a Trust (see UCC1Ad, item 17 and Instructions)  being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:  
 Public-Finance Transaction     Manufactured-Home Transaction     A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:  
 Agricultural Lien     Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable):  Lessee/Lessor     Consignee/Consignor     Seller/Buyer     Bailee/Bailor     Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:  
53405738                      00977

**SCHEDULE X**

**ATTACHMENT TO  
UCC FINANCING STATEMENT**

**PARTIES**

**DESCRIPTION OF COLLATERAL**

**DEBTOR:**

Timeless Foods, Inc.  
3405 Spectrum Blvd  
Richardson, TX 75082

**SECURED PARTY:**

Signature Financial LLC  
10545 Willows Road NE, Suite 120  
Redmond, WA 98052

Attn: Franchise Lending

All of Debtor's right, title and interest in and to the following, whether now owned by Debtor, or, hereafter acquired or arising, or in which Debtor now or hereafter has any rights, and wherever located (all capitalized terms set forth herein shall have the meaning given to such terms in the Loan and Security Agreement).

a. the real property (including any leasehold estate) comprising the Restaurant Locations together with all buildings, structures, improvements and fixtures now existing or hereafter erected on said real property;

b. all equipment, trade, store and other fixtures, leasehold improvements, goods, appliances, furnishings, machinery, tools and all other tangible personal property of Debtor of whatsoever kind, used or useful in the operation of the Business;

c. all inventory of foods, beverages and other merchandise held for sale by Debtor for use in connection with the Business;

d. all accounts, deposit accounts, supporting obligations, letter of credit rights, commercial tort claims, securities and all other investment property, accounts receivable, instruments, documents, documents of title, chattel paper (whether tangible or electronic), general intangibles (including all payment intangibles of Debtor), rights to payment of every kind, insurance claims and contract rights of Debtor, in each case relating to the Business; and all of Debtor's rights, direct or indirect, under or pursuant to any and all construction, development, financing, guaranty, indemnity, maintenance, management, service, supply and warranty agreements, contracts, insurance policies, licenses and bonds now or anytime hereafter arising from construction on the Restaurant Locations or the use or enjoyment of the Restaurant Locations to the extent such are assignable;

e. to the extent assignable, all general intangibles relating to design, development, operation, management and use of the Restaurant Locations, including, but not limited to, (i) all

names under which or by which the Business may at any time be owned and operated, and all goodwill in any way relating to the Business, and all service marks used in connection therewith, (ii) all permits, licenses, authorizations, variances, approvals, consents, clearances, and rights obtained from governmental agencies issued or obtained in connection with the Restaurant Locations, (iii) all permits, licenses, approvals, consents, authorizations and franchise agreements issued or obtained in connection with the construction, use, occupancy or operation of the Restaurant Locations;

f. all right, title and interest of Debtor as lessee under all Leases, including, without limitation, the right to use and purchase the equipment, fixtures and other property leased thereby and to extend the term of such Leases;

g. all sums deposited by Debtor with Lender;

h. all books and records relating to the Business (including, without limitation, Debtor's customer lists, credit files, computer programs and other computer materials and records); and

i. all accessions to, substitutions for and all replacements, products and proceeds of the items listed above, including, without limitation, proceeds of condemnation and insurance policies insuring any of the items listed above.

TOGETHER with all additions to, substitutions for and the products of all of the above, and all proceeds therefrom, whether cash proceeds or noncash proceeds, received when any such property (or the proceeds thereof) is sold, exchanged, leased, licensed, or otherwise disposed of, whether voluntarily or involuntarily. Such proceeds shall include any of the foregoing specifically described property of Debtor acquired with cash proceeds. Together with, and without limiting the above items, all Goods, Accounts, Documents, Instruments, Money, Chattel Paper, Deposit Accounts, Letter of Credit Rights, Investment Property, Equipment and General Intangibles arising from or used in connection with the Restaurant Locations, as those terms are defined in the Uniform Commercial Code from time to time in effect in the state in which the Debtor is located.

As used in this Financing Statement, the following terms shall have the following meanings:

**"Business:"** The operation by Debtor of a Popeye's restaurant at each Restaurant Location.

**"Loan and Security Agreement:"** The Loan and Security Agreement dated January 29, 2015, by and among Debtor, Kamran Foods, LLC, Zoya Restaurants LLC, Priceless Management, Inc. and the Secured Party, as it may be amended, modified or supplemented from time to time.

**"Restaurant Locations:"** The Popeye's Restaurants set forth below:

Popeye's  
8111 SE Foster Road  
Portland, Oregon 97206