

09-11-2001

9-401



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger

Change of Name

Other

Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

09/10/2001 DBYRNE 00000312 1823340

01 FC:481
02 FC:482

40.00 OP
50.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK

REEL: 002364 FRAME: 0257

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

816 421-4800 ext. 598

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1823340"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1262710"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2077337"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Michelle R. Roman

Name of Person Signing

Michelle Roman

Signature

9/4/01

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

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City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 24, 2001, by HARP'S FOOD STORES, INC., an Arkansas corporation ("Harp's") and CONCORD FOOD STORES, L.L.C., a Kansas limited liability company ("Concord"; Harp's and Concord collectively the "Grantor"), in favor of ASSOCIATED WHOLESALE GROCERS, INC., a Missouri corporation ("Lender" or "AWG"), as Lender and as collateral agent for Roger Collins and Gerald Harp.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor and AWG (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), AWG has agreed to make the Loan to Grantor;

WHEREAS, pursuant to the Roger Collins Note and Gerald Harp Notes, Roger Collins and Gerald Harp have agreed to extend financing to Harp's;

WHEREAS, Roger Collins and Gerald Harp have requested that AWG act as agent for them in connection with this Agreement pursuant to the terms of the Intercreditor Agreement dated as of August 24, 2001 between Grantor, Roger Collins, Gerald Harp and AWG;

WHEREAS, AWG, Roger Collins and Gerald Harp are willing to extend credit to Grantor, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Lender, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Lender, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):
 - (a) all of its Trademarks (as defined in the Security Agreement) and trademark licenses to which it is a party including, without limitation, those referred to on Schedule I hereto;


(b) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any trademark license or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any trademark license.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

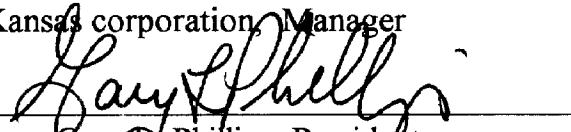
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

HARP'S FOOD STORES, INC.,
an Arkansas corporation

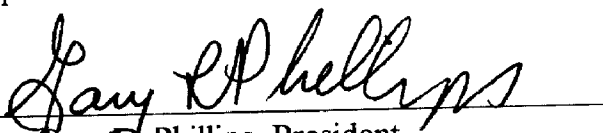
By: 
Roger B. Collins, President

CONCORD FOOD STORES, L.L.C.,
A Kansas limited liability company

CONCORD MANAGEMENT, INC.
A Kansas corporation, Manager

By: 
Gary D. Phillips, President

ACCEPTED AND ACKNOWLEDGED BY:
**ASSOCIATED WHOLESALE GROCERS,
INC.,** a Missouri corporation,
as Lender

By: 
Gary D. Phillips, President
and Chief Executive Officer

ACKNOWLEDGMENT OF GRANTOR

STATE OF Kansas)

COUNTY OF Weyanotte) ss.

On this 23rd day of August, 2001 before me personally appeared Roger B. Collins, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of HARP'S FOOD STORES, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

{seal} LINDA L. JENNINGS
NOTARY PUBLIC - STATE OF KANSAS
My Appt Expires 3/22/2002

Linda L Jennings
Notary Public

ACKNOWLEDGMENT OF GRANTOR

STATE OF Kansas)

COUNTY OF Weyanotte) ss.

On this 23rd day of August, 2001 before me personally appeared Gary L. Phillips, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of CONCORD FOOD STORES, L.L.C, who being by me duly sworn did depose and say that he is an authorized officer of CONCORD MANAGEMENT, INC. which such corporation is the Manager of such limited liability company, that the said instrument was signed on behalf of said limited liability company, duly authorized and that he acknowledged said instrument to be the free act and deed of said limited liability company.

{seal} LINDA L. JENNINGS
NOTARY PUBLIC - STATE OF KANSAS
My Appt Expires 3/22/2002

Linda L Jennings
Notary Public

ACKNOWLEDGMENT OF LENDER

STATE OF Kansas)

COUNTY OF Wyandotte) ss.

On this 23rd day of August, 2001 before me personally appeared Gary L. Phillips, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of ASSOCIATED WHOLESALE GROCERS, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

LINDA L. JENNINGS
NOTARY PUBLIC - STATE OF KANSAS
{ seal }
My Appt Expires 3/22/2002

Linda L Jennings
Notary Public

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

TRADEMARK/SERVICE MARK	REGISTRATION NUMBER	DATE
United States Trademark Registrations		
"PRICE CUTTER"	1823340	
"PRICE CUTTER FOOD WAREHOUSE" and design of scissors slashing dollar sign	1,262,710	
"MARTHA HARP'S"	2,077,337	July 8, 1997
Oklahoma Trademark Registrations		
"PRICE CUTTER FOOD WAREHOUSE" and design of scissors slashing dollar sign	24,121	
PRICE CUTTER "Nobody Beats our Prices. . . Nobody"	25080	
"MARTHA HARP'S"	28153	June 13, 1996
Arkansas Trademark Registrations		
1. "PRICE CUTTER FOOD WAREHOUSE" and design of scissors slashing dollar sign	10-82	
2. PRICE CUTTER "Nobody Beats our Prices. . . Nobody"	409-92	
3. "NOBODY BEATS OUR PRICES... NOBODY"	410-92	
4. "BAGEL STATION"	203-96	July 12, 1996
5. "MARTHA HARP'S"	165-96	June 11, 1996
6. "PRICE CUTTER"	604-97	July 10, 1997
Other Trade Rights		
1. "HARP'S"	Not Registered	
2. "DISCOUNT DISTRIBUTORS"	Not Registered	
3. "HARP'S FOOD STORES"	Not Registered	
4. "HARP'S SUPERSTORE"	Not Registered	

5.	"PRICE CUTTER FOOD WAREHOUSE" (by that certain Arkansas Registration of Fictitious Name)		June 23, 1995
6.	"PENNZMART" (pursuant to the right granted by that certain Contract with Mitchell Oil Company, Inc.)		November 24, 1998
7.	"HARP'S MARKET PLACE" (by that certain Arkansas Registration of Fictitious Name)		March 29, 1999
8.	"DISCOUNT DISTRIBUTORS WAREHOUSE #1" (by that certain Missouri Registration of Fictitious Name)		March 11, 1999
9.	"PRICE CUTTER PHARMACY" (by that certain Arkansas Registration of Fictitious Name)		October 1, 1984
10.	"GILMORE PHARMACY" (by that certain Arkansas Application for Registration of Fictitious Name)		October 19, 1984

Husch & Eppenberger, LLC

Attorneys and Counselors at Law

816.283.4648 direct dial
michelle.roman@husch.com

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Kansas City, MO 64108
Tel: 816.283.4648
Fax: 816.283.4649
www.husch.com

September 4, 2001

U.S. Patent & Trademark Office
Office of Public Records
Box Assignments
Crystal Gateway 4
Room 335
Washington, DC 20231

Re: Harp's Food Stores, Inc./Associated Wholesale Grocers, Inc.

Dear Sir or Madam:

Enclosed please find the following in connection with the above:

1. Recordation Form Cover Sheet
2. Trademark Security Agreement
3. Check payable to U.S. Department of Commerce in the amount of \$90.00

Please record and return in the enclosed self addressed stamped envelope.

Please call if you have any questions or need further information.

Sincerely yours,



Michelle R. Roman
For the Firm

MRR/nsh
Enclosures

\\ODMA\PCDOCS\KANSAS_CITY\471588\1

RECORDED: 09/06/2001

TRADEMARK
REEL: 002364 FRAME: 0267