

07-12-2005

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings $\Rightarrow \Rightarrow \Rightarrow$

RE:



103038913

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Stephen L. LaFrance Holdings, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☒ Yes ☐ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: IP Security Agreement dated 04/13/05

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation

Internal

Address: _____

Street Address: 201 Merritt 7

City: Norwalk State: CT Zip: 06851

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State Delaware
☐ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? ☐ Yes ☐ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____
 See attached Exhibit B

B. Trademark Registration No.(s) See attached Exhibit B

Additional number(s) attached ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Elisabeth Falaleev

Internal Address: Paul, Hastings, Janofsky &
 Walker LLP

Street Address: 1055 Washington Boulevard

City: Stamford State: CT Zip: 06901

6. Total number of applications and registrations involved: _____

25

7. Total fee (37 CFR 3.41).....\$ 640.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Elisabeth Falaleev

Name of Person Signing

Elisabeth Falaleev
 Signature

06/15/05
 Date

Total number of pages including cover sheet, attachments, and document: 21

07/11/2005 JJALLAH2 00000007 2547294

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

01 FC:8521
 02 FC:8522

40.00 DP
 600.00 DP

TRADEMARK
 REEL: 003191 FRAME: 0210

Additional Names of Conveying Parties

Big M Supermarkets, Inc.

I. TRADEMARK REGISTRATIONS

The Penn Traffic Company

| Mark | International Class | Registration No. | Registration Date |
|---|---------------------|------------------|-------------------|
| BAKERY FRESH NOW THAT'S FRESH! and design | 30, 35 | 2,547,294 | 3/12/2002 |
| P&C (Stylized) | 1,29,30,34 | 1,693,854 | 06/16/1992 |
| BIG BEAR PLUS | 42 | 1,529,025 | 03/07/1989 |
| GIVE EM A BIG BEAR HUG | 42 | 1,523,969 | 02/07/1989 |
| THAT'S MY BEAR | 42 | 1,518,534 | 12/27/1988 |
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| BIG BEAR (Stylized) | 42 | 981,376 | 03/26/1974 |
| GARDEN FRESH PRODUCE NOW THAT'S FRESH! and design | 31, 35 | 2,540,369 | 02/19/2002 |
| GLOUCESTER PIER | 29 | 2,588,134 | 07/02/2002 |
| GOLD LABEL | 29, 35 | 2,522,584 | 12/25/2001 |
| P & C | 30 | 739,090 | 10/09/1962 |
| P&C and design | 42 | 1,577,082 | 01/09/1990 |
| P&C FOODS and design | 42 | 2,021,018 | 12/03/1996 |
| P&C FOOD (NEW HAMPSHIRE) | 42 | N/A | 02/11/1987 |
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| BETTY BROWN'S FINEST and design | 30 | 1,282,698 | 06/19/1984 |
| TOP CRISP | 30 | 820,855 | 12/20/1966 |
| B BUCKEYE STAMP 10 and design | 42 | 805,341 | 03/08/1966 |

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| EXEL and design | 3 | 842,582 | 01/16/1968 |
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| OLD SMOKE HOUSE BRAND (WEST VIRGINIA) | 29 | 22366 | 04/17/1958 |
| DESIGN ONLY (OHIO) | 42 | SM63,749 | 09/22/1986 |
| OLD SMOKE HOUSE (OHIO) | 29 | TM88 | 11/18/1954 |
| OLD SMOKE HOUSE (OHIO) | 29, 30 | TM81 | 11/13/1954 |

Big M Supermarkets, Inc.

| Mark | Class | Registration No. | Registration Date |
|------------------|--------------|-------------------------|--------------------------|
| BIG M (Stylized) | 29,34 | 1,928,807 | 10/24/1995 |

II. TRADEMARK APPLICATIONS

The Penn Traffic Company

| Mark | Class | Application No. | Filing Date |
|------------------------------|---------------|------------------------|--------------------|
| PERFECT CHOICE (Stylized) | 29 | 76/627013 | 1/5/05 |
| PERFECT CHOICE | 5,29,30,31,32 | 78/556,566 | 1/31/05 |

IP Security Agreement dated April 13, 2005

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (together with all amendments, if any, from time to time, this "Intellectual Property Security Agreement"), dated as of April 13, 2005, is made by EACH OF THE GRANTORS LISTED ON THE SIGNATURE PAGES HERETO AND EACH ADDITIONAL PARTY WHICH BECOMES A GRANTOR HERETO PURSUANT TO SECTION 8 HEREOF (collectively, "Grantors" and each, a "Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent ("Agent") for itself and the lenders from time to time party to the Credit Agreement described below ("Lenders").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof, by and among The Penn Traffic Company, a Delaware corporation, Penny Curtiss Baking Company, Inc., a New York corporation and Big M Supermarkets, Inc., a New York corporation (sometimes collectively referred to herein as the "Borrowers" and individually as the "Borrower"), the other Credit Parties signatory thereto, General Electric Capital Corporation, for itself, as a Lender, and as Agent for Lenders, and the other Lenders signatory thereto from time to time (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make Loans and to incur Letter of Credit Obligations on behalf of the Borrowers; and

WHEREAS, Grantors directly or indirectly benefit from the credit facilities made available to Borrowers under the Credit Agreement and in order to induce Agent and Lenders to enter into the Credit Agreement and other Loan Documents and to induce Lenders to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, Grantors desire to grant a continuing Lien on the Intellectual Property Collateral to Agent, for the benefit of Agent and Lenders, to secure all of the Obligations;

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, the parties hereto agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. (a) To secure the prompt and complete payment, performance and observance of all the Obligations, each Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Agent, for itself and the benefit of the Lenders, a continuing first priority security interest in and Lien upon all of its right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired by or arising in favor of such Grantor and whether owned or consigned by or to, or licensed from or to, such Grantor (collectively, the "Intellectual Property Collateral");

(i) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(ii) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

(iii) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

(iv) all reissues, continuations or extensions of the foregoing;

(v) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(vi) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (A) infringement or dilution of any Patent, or, to the extent applicable, of any Patent licensed under any Patent License, (B) infringement or dilution of any Trademark, or, to the extent applicable, of any Trademark licensed under any Trademark License, (C) injury to the goodwill associated with any Trademark, or, to the extent applicable, of any Trademark licensed under any Trademark License, and (D) infringement or dilution of any Copyright, or, to the extent applicable, of any Copyright licensed under any Copyright License. Notwithstanding the foregoing, the Intellectual Property Collateral shall not include any licenses or other agreements under which a Grantor has a right to use Intellectual Property from a third party to the extent the grant of security interest in such Intellectual Property Collateral requires any consent of such third party not obtained under such license or agreement, except to the extent that the term in such license or agreement requiring such consent is ineffective under applicable law; provided that the security interests granted hereunder shall extend to the Proceeds of such Intellectual Property Collateral; and provided, further, that the applicable Grantor shall use its commercially reasonable efforts to obtain any and all consents and/or waivers necessary for the granting of a security interest in such Intellectual Property Collateral and the foregoing exclusion shall not apply to any such Intellectual Property Collateral once any such applicable prohibition is no longer in effect.

(b) In addition, to secure the prompt and complete payment, performance and observance of the Obligations and in order to induce Agent and Lenders as aforesaid, each Grantor hereby grants to Agent, for itself and the benefit of Lenders, a right of setoff, against the property of such Grantor held by Agent or any Lender, consisting of property described above in Section 2(a) now or hereafter in the possession or custody of or in transit to Agent or any Lender, for any purpose, including safekeeping, collection or pledge, for the account of such Grantor, or as to which such Grantor may have any right or power.

3. REPRESENTATIONS AND WARRANTIES. Each Grantor, jointly and severally, represents and warrants that such Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III,

respectively, hereto. This Intellectual Property Security Agreement creates a valid and continuing Lien in the United States on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, as applicable, and the filing of appropriate financing statements listed on Schedule I to the Security Agreement, perfected security interests in favor of Agent in all of Grantors' Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantors. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office, as applicable and the filing of appropriate financing statements listed on Schedule I to the Security Agreement, all action necessary or otherwise requested by Agent to protect and perfect Agent's Lien on Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement. In addition to any representations and warranties contained herein, each Grantor hereby acknowledges and affirms the representations and warranties made to Agent with respect to the Intellectual Property Collateral made in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COVENANTS. The security interests granted pursuant to this Intellectual Property Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement. In addition to the covenants contained herein, each Grantor hereby acknowledges and affirms that the covenants of Grantor with respect to the Intellectual Property Collateral in the Security Agreement, the terms and provisions of which are incorporated herein as if fully set forth herein.

5. SECURITY AGREEMENT. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Intellectual Property 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.

6. REINSTATEMENT. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor or Credit Party for liquidation or reorganization, should any Grantor or Credit Party become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's or Credit Party's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give or serve upon another any such communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be addressed to the party to be notified at the address set forth in Annex I to the Credit Agreement (or such other address as may be substituted by notice given in the manner required by Section 11.10 of the Credit Agreement), and given in the manner required by Section 11.10 of the Credit Agreement.

8. ADDITIONAL GRANTORS. The initial Grantors hereunder are the Credit Parties signatories hereto on the date hereof. From time to time subsequent to the date hereof, additional Credit Parties may become parties hereto, as additional Grantors (each, an "Additional Grantor"), by executing a counterpart of this Intellectual Property Security Agreement substantially in the form of Exhibit A attached hereto. Upon delivery of any such counterpart to Agent, notice of which is hereby waived by the Grantors, each Additional Grantor shall be a Grantor and shall be as fully a party hereto as if such Additional Grantor were an original signatory hereto. Each Grantor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition or release of any other Grantor hereunder nor by any election of Agent not to cause any Credit Party or any other Person to become an Additional Grantor hereunder. This Intellectual Property Security Agreement shall be fully effective as to any Grantor that is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder.

9. TERMINATION OF THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date.

(a) Agent agrees, at each Grantor's expense, to authorize, execute and deliver to such Grantor any UCC-3 financing statements, releases or other documents reasonably necessary to evidence the termination of any Lien created hereby upon the Termination Date.

(b) Upon any sale or other transfer by any Grantor of any Intellectual Property that is expressly permitted under the Credit Agreement (and which would not result in a Default or an Event of Default) to any Person that is not a Credit Party or upon the effectiveness of any written consent by Agent or the Requisite Lenders, as provided under the Credit Agreement, to the release of the security interest granted hereby in any or all of the Intellectual Property Collateral, the security interest in such Intellectual Property shall be automatically released.

(c) In connection with any release of any Intellectual Property Collateral of a Grantor pursuant to paragraph (a) or (b) of this Section 9, Agent shall execute and deliver to such Grantor at such Grantor's sole expense all documents that such Grantor shall reasonably request to evidence such release.

10. NO STRICT CONSTRUCTION. The parties hereto have participated jointly in the negotiation and drafting of this Intellectual Property Security Agreement. In the event an ambiguity or question of intent or interpretation arises, this Intellectual Property Security Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Intellectual Property Security Agreement.

11. ADVICE OF COUNSEL. Each of the parties represents to each other party hereto that it has discussed this Intellectual Property Security Agreement with its counsel.

12. INTERCREDITOR ISSUES. Rights and remedies of the Agent set forth herein shall be subject in all respects to the terms of the SREF Intercreditor Agreement, and in the event of an inconsistency between this Intellectual Property Security Agreement and the SREF Intercreditor Agreement, the SREF Intercreditor Agreement shall govern.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

THE PENN TRAFFIC COMPANY

By: Francis D. Price, Jr.
Name: Francis D. Price, Jr.
Title: Vice President

PENNY CURTISS BAKING COMPANY, INC.

By: Francis D. Price, Jr.
Name: Francis D. Price, Jr.
Title: Vice President

BIG M SUPERMARKETS, INC.

By: Francis D. Price, Jr.
Name: Francis D. Price, Jr.
Title: Vice President

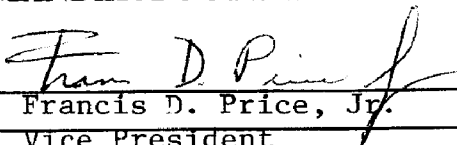
SUNRISE PROPERTIES, INC.

By: Francis D. Price, Jr.
Name: Francis D. Price, Jr.
Title: Vice President

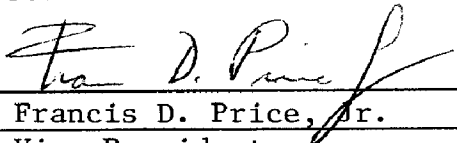
PENNWAY EXPRESS, INC.

By: Francis D. Price, Jr.
Name: Francis D. Price, Jr.
Title: Vice President

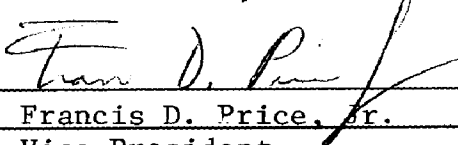
COMMANDER FOODS INC.

By: 
Name: Francis D. Price, Jr.
Title: Vice President

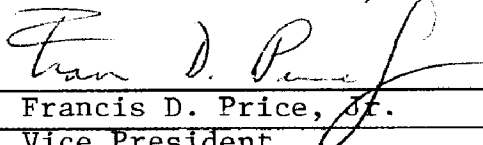
**P AND C FOOD MARKETS INC. OF
VERMONT**

By: 
Name: Francis D. Price, Jr.
Title: Vice President

P.T. DEVELOPMENT, LLC

By: 
Name: Francis D. Price, Jr.
Title: Vice President

P.T. FAYETTEVILLE/UTICA, LLC

By: 
Name: Francis D. Price, Jr.
Title: Vice President

Acknowledged and Agreed

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: _____
Name: _____
Its: Duly Authorized Signatory

COMMANDER FOODS INC.

By: _____
Name: _____
Title: _____

**P AND C FOOD MARKETS INC. OF
VERMONT**

By: _____
Name: _____
Title: _____

P.T. DEVELOPMENT, LLC

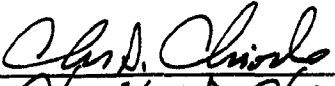
By: _____
Name: _____
Title: _____

P.T. FAYETTEVILLE/UTICA, LLC

By: _____
Name: _____
Title: _____

Acknowledged and Agreed

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: 
Name: Charles D. Chiodo
Its: Duly Authorized Signatory

STM/291235

ACKNOWLEDGMENT OF GRANTORS

STATE OF NEW YORK)

)

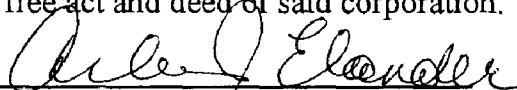
ss.

COUNTY OF ONONDAGA)

April

On this 7th day of ~~March~~ 2005 before me personally appeared Francis D. Price, Jr.,
Vice President

, proved to me on the basis of satisfactory evidence to be
the person who executed the foregoing instrument on behalf of each of the Penn Traffic
Company, Penny Curtiss Baking Company, Inc., Big M Supermarkets, Inc., Sunrise Properties,
Inc., Pennway Express, Inc., Commander Foods Inc., P and C Food Markets Inc. of Vermont,
P.T. Development, LLC and P.T. Fayetteville/Utica, LLC, 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 as authorized by its Board of Directors and that he
acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

ARLENE J. ELANDER
Notary Public, State of New York
Qualified in Onondaga County
No. 4742308
My Commission Expires April 30, 2007

{seal}

EXHIBIT A

**COUNTERPART TO INTELLECTUAL
PROPERTY SECURITY AGREEMENT**

This counterpart, dated _____, [200__], is delivered pursuant to Section 8 of that certain Intellectual Property Security Agreement dated as of April 13, 2005 (as from time to time amended, modified or supplemented, the "IP Security Agreement"; the terms defined therein and not otherwise defined herein being used as therein defined), between the Penn Traffic Company, Penny Curtiss Baking Company, Inc., Big M Supermarkets, Inc., Sunrise Properties, Inc., Pennway Express, Inc., Commander Foods, Inc., P and C Food Markets Inc. of Vermont, P.T. Development, LLC and P.T. Fayetteville/Utica, LLC, as Grantors and General Electric Capital Corporation, as Agent. The undersigned hereby agrees (i) that this counterpart may be attached to the IP Security Agreement, and (ii) that the undersigned will comply with and be subject to, including representations and warranties, all the terms and conditions of the IP Security Agreement as if it were an original signatory thereto.

[NAME OF ADDITIONAL GRANTOR]

By: _____

Name:

Title:

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

All Grantors - None.

II. PATENT APPLICATIONS

All Grantors - None.

III. PATENT LICENSES

All Grantors - None.

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

The Penn Traffic Company

| Mark | International Class | Registration No. | Registration Date |
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| P & C | 30 | 739,090 | 10/09/1962 |
| P&C and design | 42 | 1,577,082 | 01/09/1990 |
| P&C FOODS and design | 42 | 2,021,018 | 12/03/1996 |
| GARDEN FRESH PRODUCE, NOW THAT'S FRESH! (WEST VIRGINIA) ¹ | State Class: 31 | N/A | 06/29/2001 |

¹ West Virginia and New Hampshire do not assign registration/application numbers.

| Mark | International Class | Registration No. | Registration Date |
|---|----------------------------|-------------------------|--------------------------|
| GIVE EM A BIG BEAR HUG! (WEST VIRGINIA) | State Class: 42 | N/A | 06/29/2001 |
| THAT'S MY BEAR (WEST VIRGINIA) | State Class: 42 | N/A | 06/29/2001 |
| BIG BEAR PLUS (WEST VIRGINIA) | State Class: 42 | N/A | 06/29/2001 |
| WILD CARD SAVINGS CLUB (WEST VIRGINIA) | State Class: 42 | N/A | 06/29/2001 |
| BIG BEAR (WEST VIRGINIA) | State Class: 42 | N/A | 01/15/1982 |
| BIG BEAR (WEST VIRGINIA) | State Class: 35 | 213229 | 09/30/1954 |
| P&C FOOD (NEW HAMPSHIRE) | 42 | N/A | 02/11/1987 |
| BETTY BROWN BAKERY and design | 30 | 1,283,526 | 06/26/1984 |
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| OLD SMOKE HOUSE (OHIO) | 29, 30 | TM81 | 11/13/1954 |

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| PERFECT CHOICE | 5,29,30,31,32 | 78/556,566 | 1/31/05 |

III. TRADEMARK LICENSES

All Grantors – None.

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

All Grantors – None.

II. COPYRIGHT APPLICATIONS

All Grantors – None.

III. COPYRIGHT LICENSES

All Grantors – None.