

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                              |  |
|------------------------------|--|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT                             |
| <b>NATURE OF CONVEYANCE:</b> | TRADEMARK SECURITY AGREEMENT (SECOND LIEN) |

**CONVEYING PARTY DATA**

| Name         | Formerly | Execution Date | Entity Type         |
|--------------|----------|----------------|---------------------|
| ATSOCA, INC. |          | 12/06/2005     | CORPORATION: NEVADA |

**RECEIVING PARTY DATA**

|                          |                          |
|--------------------------|--------------------------|
| <b>Name:</b>             | WACHOVIA BANK            |
| <b>Street Address:</b>   | 201 South College Street |
| <b>Internal Address:</b> | 8th Floor                |
| <b>City:</b>             | Charlotte                |
| <b>State/Country:</b>    | NORTH CAROLINA           |
| <b>Postal Code:</b>      | 28288-0680               |
| <b>Entity Type:</b>      | NATIONAL ASSOCIATION:    |

**PROPERTY NUMBERS Total: 12**

| Property Type        | Number   | Word Mark   |
|----------------------|----------|---|
| Registration Number: | 2018943  | ACOSTA  |
| Registration Number: | 2436189  | ACOSTA-PMI  |
| Registration Number: | 2995731  | AHORROS PARA SU FAMILIA                                 |
| Registration Number: | 1279189  | COUPON ARAMA  |
| Registration Number: | 1274332  | COUPON ARAMA  |
| Registration Number: | 2317357  | LEADING DISTRIBUTORS OF THE WORLD                       |
| Registration Number: | 2317358  | THE LEADING CONSUMER PRODUCTS DISTRIBUTORS OF THE WORLD |
| Registration Number: | 1296861  | PMI   |
| Registration Number: | 2089411  | PMI   |
| Registration Number: | 2109663  | PMI-EISENHART   |
| Registration Number: | 2802440  | RETAILSOURCE  |
| Serial Number:       | 78728261 | SKURITE   |

OP \$315.00 2018943

CORRESPONDENCE DATA

Fax Number: (704)353-3871  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 704.331.7400  
Email: docket@kennedycovington.com  
Correspondent Name: Karl S. Sawyer, Jr.  
Address Line 1: 214 North Tryon Street  
Address Line 2: Hearst Tower, 47th Floor  
Address Line 4: Charlotte, NORTH CAROLINA 28202

|                         |                     |
|-------------------------|---------------------|
| ATTORNEY DOCKET NUMBER: | 13568.146           |
| NAME OF SUBMITTER:      | Karl S. Sawyer, Jr. |
| Signature:              | /karl s sawyer jr/  |
| Date:                   | 12/20/2005          |

Total Attachments: 5  
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**TRADEMARK SECURITY AGREEMENT  
(SECOND LIEN)**

Trademark Security Agreement (this "Agreement") dated as of December 6, 2005 by and between ATSOCA, INC., a Nevada corporation (the "Grantor"), having its chief executive office at 6600 Corporate Center Parkway, Jacksonville, Florida, 32216, and WACHOVIA BANK, NATIONAL ASSOCIATION, as Administrative Agent (the "Administrative Agent"), with offices at 201 South College Street, 8<sup>th</sup> Floor, Charlotte, North Carolina 28288-0680 for the ratable benefit of the banks and other financial institutions (the "Lenders") from time to time parties to the Second Lien Credit Agreement, dated as of December 6, 2005 (as amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and between Acosta, Inc., as the Borrower, the Lenders and the Administrative Agent.

This Agreement is executed pursuant to the terms of a Second Lien Collateral Agreement dated as of December 6, 2005 by and among Acosta, Inc., certain of its Subsidiaries party thereto, including the Grantor, and the Administrative Agent (as amended, restated, supplemented or otherwise modified, the "Collateral Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(i) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application of the Grantor, including, without limitation, each Trademark, Trademark registration and Trademark application described on Schedule A;

(ii) each Trademark License, including, without limitation, each Trademark License described on Schedule B;

(iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark or Trademark registration, including, without limitation, any Trademark or Trademark registration described on Schedule A or under any Trademark licensed under any Trademark License, including, without limitation, any Trademark License described on Schedule B, (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark License or (c) breach or enforcement of any Trademark License; and

(iv) all products and proceeds of the foregoing.

The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

IN WITNESS WHEREOF, the undersigned has executed this Agreement.

ATSOCA, INC., as Grantor

By: Sandra C. Ramsey  
Name: Sandra C. Ramsey  
Title: Treasurer

ACKNOWLEDGMENT

STATE OF Florida  
COUNTY OF Duval

I, Karen D. Muse, a Notary Public for said County and State, do hereby certify that Sandra Ramsey personally appeared before me this day and stated that (s)he is Treasurer of Atsoca, Inc. and acknowledged, on behalf of Atsoca, Inc. the due execution of the foregoing instrument.

Witness my hand and official seal, this 14<sup>th</sup> day of December, 2005.

Karen D. Muse  
Notary Public

My commission expires:

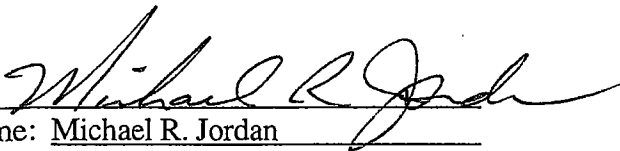
8/6/08



[Signature Pages Continue]

Agreed and Accepted as of the  
6<sup>th</sup> day of December, 2005.

WACHOVIA BANK, NATIONAL ASSOCIATION,  
as Administrative Agent

By:   
Name: Michael R. Jordan  
Title: Managing Director

Schedule A to Trademark Security Agreement

TRADEMARKS

**I. TRADEMARK REGISTRATIONS**

| <u>TRADEMARK/SERVICE<br/>MARK NAME</u>                                       | <u>SERIAL<br/>NUMBER</u> | <u>REGISTRATION<br/>DATE</u> | <u>OWNER /<br/>OWNER OF RECORD AT<br/>USPTO</u> |
|--|--------------------------|------------------------------|---|
| ACOSTA   | 2,018,943                | 11/26/1996                   | Atsoca, Inc. / Atsoca, Inc.                     |
| ACOSTA-PMI   | 2,436,189                | 11/02/1998                   | Atsoca, Inc. / Atsoca, Inc.                     |
| AHORRE PARA SU FAMILIA   | 2,995,731                | 9/13/05                      | Atsoca, Inc. / Atsoca, Inc.                     |
| COUPON ARAMA   | 1,279,189                | 05/22/1984                   | Atsoca, Inc. / Atsoca, Inc.                     |
| COUPON ARAMA   | 1,274,332                | 04/17/1984                   | Atsoca, Inc. / Atsoca, Inc.                     |
| LEADING DISTRIBUTORS OF<br>THE WORLD <sup>1</sup>                            | 2,317,357                | 02/08/2000                   | Atsoca, Inc. / Atsoca, Inc.                     |
| (THE) LEADING CONSUMER<br>PRODUCTS DISTRIBUTORS<br>OF THE WORLD <sup>2</sup> | 2,317,358                | 02/08/2000                   | Atsoca, Inc. / Atsoca, Inc.                     |
| PMI  | 1,296,861                | 09/18/1984                   | Atsoca, Inc. / Atsoca, Inc.                     |
| PMI (words/design)   | 2,089,411                | 08/19/1997                   | Atsoca, Inc. / Atsoca, Inc.                     |
| PMI-EISENHART  | 2,109,663                | 10/28/1997                   | Atsoca, Inc. / Atsoca, Inc.                     |
| RETAILSOURCE   | 2,802,440                | 1/6/04                       | Atsoca, Inc. / Atsoca, Inc.                     |

**II. TRADEMARK APPLICATIONS**

| <u>TRADEMARK/SERVICE<br/>MARK NAME</u> | <u>REGISTRATION<br/>NUMBER</u> | <u>REGISTRATION<br/>DATE</u> | <u>OWNER /<br/>OWNER OF RECORD AT<br/>USPTO</u> |
|--|--------------------------------|------------------------------|---|
| SKURITE                                | 78/728261                      | Pending                      | Atsoca, Inc. / Atsoca, Inc.                     |

<sup>1</sup> Registered on the Supplemental Register of the USPTO.

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None

2373987.02  
LIB: CHARLOTTE