

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the type of Conveyance. The Conveyance is, and should read as "Security Interest." This Security Interest is in the trademarks previously recorded on Reel 003223 Frame 0902. Assignor(s) hereby confirms the conveyance is a Security Interest..

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GOOD SOURCE SOLUTIONS, INC.		01/06/2006	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

Name:	ANTARES CAPITAL CORPORATION
Street Address:	311 South Wacker Drive, Suite 4400
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	CORPORATION: DELAWARE

## PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	1919982	BAKERSAVER
Serial Number:	78384160	GOODSOURCE
Registration Number:	1946275	GOOD BLOSSOM
Registration Number:	2382963	GOOD RANCH
Registration Number:	2459561	GOOD SOURCE RESOURCE
Registration Number:	2341554	HOT BUY NETWORK
Registration Number:	2387573	I-CTREAT
Registration Number:	2507051	KOLLAUSAGE
Registration Number:	2345700	O! CHEESE
Registration Number:	2345701	O! PIZZA
Registration Number:	2385360	PRISON PACK

TRADEMARK

REEL: 003249 FRAME: 0789

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Registration Number:	2395457	REGULAR IRREGULAR
Registration Number:	2457139	RESOURCE FOODS
Registration Number:	3019648	SMARTFARE
Registration Number:	1395332	THE STUFF OF LIFE
Registration Number:	2997342	TOOLS FOR SCHOOLS
Registration Number:	2341553	WISE BUY NETWORK

#### CORRESPONDENCE DATA

Fax Number: (312)577-4679

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 3125778348

Email: rakhee.verma@kattenlaw.com

Correspondent Name: Rakhee Verma c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe, Suite 1800

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-00206
NAME OF SUBMITTER:	Rakhee Verma
Signature:	/Rakhee Verma/
Date:	02/17/2006

#### Total Attachments: 5

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of January 6, 2006, is between Good Source Solutions, Inc., a Delaware corporation ("Debtor"), and Antares Capital Corporation, a Delaware corporation (the "Secured Party"), as administrative agent for the benefit of the "Lenders" (as such term is hereinafter defined).

### WITNESSETH:

WHEREAS, Debtor, as Borrower, has entered into a Credit Agreement dated as of January 6, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Secured Party, as administrative agent ("Agent") for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement (collectively, the "Lenders"), and as a Lender, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, Debtor has entered into a Borrower Security Agreement of even date herewith (as amended, restated, modified or supplemented from time to time, the "Security Agreement") with Secured Party, for itself and as administrative agent for the Lenders, pursuant to which Debtor has granted to Secured Party a security interest in substantially all the assets of Debtor, including all right, title and interest of Debtor in, to and under all now owned and hereafter acquired Trademarks and Trademark licenses, together with the goodwill of the business symbolized by Debtor's Trademarks, and all products and proceeds thereof, to secure the payment of all Liabilities;

WHEREAS, capitalized terms used but not defined herein (and in the preceding recitals and preamble) are used in the manner provided in the Security Agreement;

WHEREAS, Debtor owns the Trademarks listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor does hereby grant to Secured Party a continuing security interest in all of Debtor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, including without limitation, each Trademark referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;
- (2) each Trademark license, including, without limitation, each Trademark license listed on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future (a) infringement of any Trademark, including, without limitation, any Trademark referred to in

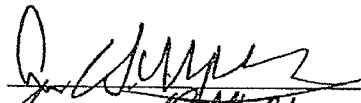
Schedule 1 annexed hereto and any Trademark licensed under any Trademark license listed on Schedule 1 annexed hereto, or (b) injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party 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]

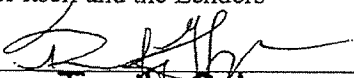
IN WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

**GOOD SOURCE SOLUTIONS, INC.,**  
a Delaware corporation

By:   
Name: Andrew P. Plush  
Title: CEO

Acknowledged:

**ANTARES CAPITAL CORPORATION,**  
as Agent for itself and the Lenders

By:   
Name: Timothy G. Lyne  
Title: Director

Trademark Security Agreement

Schedule 1

U.S. TRADEMARK REGISTRATIONS

Mark	Country	Reg. Number	Reg. Date
BAKERSAVER	U.S.	1919982	09/19/1995
GOOD BLOSSOM	U.S.	1946275	01/09/1996
GOOD RANCH	U.S.	2382963	09/05/2000
GOOD SOURCE	U.S.	2459561	06/12/2001
RESOURCE			
HOT BUY	U.S.	2341554	04/11/2000
NETWORK			
I-CTREAT	U.S.	2387573	09/19/2000
KOLLAUSAGE	U.S.	2507051	11/13/2001
O! CHEESE	U.S.	2345700	4/25/2000
O! PIZZA	U.S.	2345701	4/25/2000
PRISON PACK	U.S.	2385360	9/12/2000
REGULAR	U.S.	2395457	10/17/2000
IRREGULAR			
RESOURCE FOODS	U.S.	2457139	6/5/2001
SMARTFARE	U.S.	3019648	11/29/2005
THE STUFF OF	U.S.	1395332	5/27/1986
LIFE			
TOOLS FOR	U.S.	2997342	9/20/2005
SCHOOLS			
WISE BUY	U.S.	2341553	4/11/2000
NETWORK			

U.S. TRADEMARK APPLICATIONS

Mark	Country	Serial No.	Filing Date
GOODSOURCE	U.S.	78/384,160	3/15/2004

TRADEMARK LICENSES

None.