

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Acosta, Inc.		05/16/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wachovia Bank, National Association
Street Address:	201 South College Street
Internal Address:	8th Floor
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28288-0680
Entity Type:	National Banking Association: NORTH CAROLINA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2018943	ACOSTA
Registration Number:	2436189	ACOSTA-PMI
Registration Number:	2995731	AHORROS PARA SU FAMILIA
Registration Number:	2802440	RETAILSOURCE
Serial Number:	78728261	SKURITE
Registration Number:	2759506	MATCHPOINT MARKETING

CORRESPONDENCE DATA

Fax Number: (704)353-3698
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 704 331 5792
 Email: dmillard@kennedycovington.com
 Correspondent Name: Karl S. Sawyer, Jr.
 Address Line 1: 214 N.Tryon Street
 Address Line 2: Kennedy Covington, Hearst Tower 47th Fl.

OP \$165.00 2018943

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER: 13568.146 WACH TM AGMT

NAME OF SUBMITTER: Karl S. Sawyer, Jr.

Signature: /Karl S. Sawyer, Jr./

Date: 06/06/2006

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of May 17, 2006 by and between ACOSTA, INC., a Delaware 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, 8th Floor, Charlotte, North Carolina 28288-0680, for the ratable benefit of the Secured Parties.

This Agreement is executed pursuant to the terms of (i) the First Lien Credit Agreement dated as of December 6, 2005 (as amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and among Acosta, Inc., as Borrower, the Lenders who are or may become party thereto and the Administrative Agent and (ii) the First Lien Collateral Agreement dated as of December 6, 2005 (as amended, restated, supplemented or otherwise modified, the "Collateral Agreement") executed by the Credit Parties in favor of the Administrative Agent, for the ratable benefit of the Secured Parties. Capitalized terms used herein but not defined herein shall have the meanings assigned to them in the Credit Agreement or the Collateral Agreement (as applicable).

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent a 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 (excluding trademark applications for which Grantor has not filed under Applicable Law a verified statement of use), 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.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 17 day of May, 2006.


ACOSTA, INC., as Grantor

By: 
Name: Drew W. Prusiecki
Title: General Counsel & Secretary

[Signature Pages Continue]

Agreed and Accepted as of the 22nd day of
May, 2006.

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: Anthony D. Braxton
Title: Director

ACKNOWLEDGMENT

STATE OF GEORGIA

COUNTY OF CAMDEN

I, Leslie D Tvrdy, a Notary Public for said County and State, do hereby certify that Drew W. Prusiecki personally appeared before me this day and stated that he is General Counsel and Secretary of Acosta, Inc. and acknowledged, on behalf of Acosta, Inc. the due execution of the foregoing instrument.

Witness my hand and official seal, this 17 day of May, 2006.

Leslie D Tvrdy
Notary Public

My commission expires:

Notary Public, Camden County, Georgia
My Commission Expires Oct. 24, 2009

Schedule A to Trademark Security Agreement

TRADEMARKS

<u>Owner</u>	<u>Trademarks</u>	<u>Reg. or Serial No.</u>	<u>Reg. or Filing Date</u>	<u>Renewal Due</u>
Acosta, Inc.	ACOSTA	2,018,943	11/26/1996	
Acosta, Inc.	ACOSTA-PMI	2,436,189	11/02/1998	
Acosta, Inc.	AHORROS PARA SU FAMILIA	2,995,731	9/13/2005	
Acosta, Inc.	RETAILSOURCE	2,802,440	1/6/2004	
Acosta, Inc.	SKURITE	78/728,261	Pending	
Acosta, Inc.	MATCHPOINT MARKETING	2,759,506	9/2/2003	

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None.

2420881.01
LIB: CHARLOTTE

TRADEMARK