

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Amendment No.1 to Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cumberland Farms, Inc.		07/07/2006	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GE Business Capital Corporation f/k/a Transamerica Business Capital Corporation, as Agent		
<b>Street Address:</b>	201 Merritt 7		
<b>City:</b>	Norwalk		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06856		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	78892844	NRG KICK	
Serial Number:	78749200	CUMBY'S	
Serial Number:	78749203	CRAZY COLA	
Serial Number:	78696657	THE DOUBLE DEUCE	
Serial Number:	78696651	THE BIG 32	
Serial Number:	78696663	THE 22	
Serial Number:	78509910	CUMBY'S	
Serial Number:	78379380	CUMBY'S CAFE	
Serial Number:	78498117	FRESH FOOD CENTRAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(866)459-2899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	202-783-2700		

**CH \$240.00 78892844**

Email: Oleh.Hereliuk@federalresearch.com  
Correspondent Name: CBC Companies dba Federal Research  
Address Line 1: 1023 Fifteenth Street, NW, Ste 401  
Address Line 2: attn: Oleh Hereliuk  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	363221
NAME OF SUBMITTER:	Oleh Hereliuk
Signature:	/oh/
Date:	07/17/2006

Total Attachments: 12  
source=363221#page1.tif  
source=363221#page2.tif  
source=363221#page3.tif  
source=363221#page4.tif  
source=363221#page5.tif  
source=363221#page6.tif  
source=363221#page7.tif  
source=363221#page8.tif  
source=363221#page9.tif  
source=363221#page10.tif  
source=363221#page11.tif  
source=363221#page12.tif

[Execution]

AMENDMENT NO. 1  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

AMENDMENT NO. 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Amendment"), made as of July 7, 2006, by and between CUMBERLAND FARMS, INC., a Delaware corporation ("Borrower"), and GE BUSINESS CAPITAL CORPORATION, formerly known as Transamerica Business Capital Corporation, in its capacity as agent (in such capacity, "Agent") pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the parties thereto as lenders (each individually, a "Lender" and collectively, "Lenders").

W I T N E S S E T H:

WHEREAS, Borrower, Agent and Lenders have entered into financing arrangements pursuant to which Agent and Lenders have made and may make loans and advances and provide other financial accommodations to the Borrowers as set forth in the Second Amended and Restated Loan and Security Agreement, dated as of September 10, 2003, by and among Agent, Lenders and Borrower (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to this Amendment (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

WHEREAS, Borrower granted to Agent a lien and security interest in, among other things, all of its right, title and interest in the United States and throughout the world in, to and under all of its now owned and hereafter acquired trademarks, service marks and trade names, and all similar designations of source or origin (whether or not such name is the subject of a registration or an application for registration), and all registrations and applications to register the same, and all renewals thereof, and the goodwill of the business relating thereto, including the trademarks listed on Exhibit A hereto (collectively, the "Existing Trademarks"), to secure payment of the Obligations of Borrower to Agent as set forth in the Intellectual Property Security Agreement, dated as of September 10, 2003, by Borrower in favor of Agent (the "Agreement") and the Agreement was recorded at the United States Patent and Trademark Office ("PTO") on September 25, 2003 at Reel/Frame: 002831/0129;

WHEREAS, Borrower has filed additional applications for certain additional trademarks with the PTO, which applications are listed on Exhibit B hereto (collectively, the "New Trademarks");

WHEREAS, pursuant to Section 2(g) of the Agreement, Borrower has agreed, promptly upon the request of Agent, to take all actions and execute and deliver to Agent all documents

704486.3

TRADEMARK  
REEL: 003348 FRAME: 0838

necessary or reasonably appropriate to perfect a first priority security interest in the New Trademarks in favor of Agent; and

WHEREAS, Borrower and Agent want to confirm that the New Trademarks are subject to the collateral assignment and security interest provided for in the Agreement in favor of Agent;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby agrees as follows:

1. Definitions.

(a) For purposes of this Amendment, unless otherwise defined herein, those terms used herein, including, but not limited to, those terms used or defined in the recitals above, shall have the respective meanings given to such terms in the Agreement.

(b) All references in the Agreement and this Amendment to the term "Trademarks" shall mean and be deemed to include the Existing Trademarks and the New Trademarks.

2. Confirmation of Collateral Assignment and Grant of Security Interest.

(a) To secure the full and prompt payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all of the Obligations, Borrower hereby confirms, reaffirms and restates its prior grant and conveyance to Agent, for the ratable benefit of Lenders, and hereby grants and conveys to Agent, for the ratable benefit of Lenders, a valid security interest in all of its right, title and interest in the United States and throughout the world in, to and under all of its now owned and hereafter acquired trademarks, service marks and trade names, and all similar designations of source or origin (whether or not such name is the subject of a registration or an application for registration), and all registrations and applications to register the same, and all renewals thereof, and the goodwill of the business relating thereto (hereinafter collectively referred to as the "Trademarks") and all proceeds thereof (including, without limitation, the Trademarks listed on Exhibits A and B attached hereto), together with (i) all proceeds, income, royalties, damages and payments now and hereafter due and payable under or in respect of all Trademarks, (ii) all rights during the term of the Agreement to sue, collect and retain for the Agent's and the Lenders' ratable benefit damages and payments for past or future infringements of the Trademarks and (iii) all rights under or interest in any trademark license agreements or service mark license agreements with any other party, whether Borrower is a licensee or licensor under any such license agreement.

(b) In no event shall the foregoing be construed to mean that Agent has not had and does not have a security interest and collateral assignment of any of the Trademarks (including, without limitation, the New Trademarks) pursuant to the Agreement. The security interest in, and collateral assignment to Agent of, the Trademarks shall be deemed continuously granted and perfected from the earliest date of the granting and perfection of such interests, whether under the Agreement, this Amendment or any of the other Financing Agreements.

3. Amendments to Schedule B. Without limiting the Collateral elsewhere described in the Agreement, Schedule B to the Agreement is hereby amended to include, in addition and not by way of limitation, the New Trademarks described in Exhibit B attached hereto.

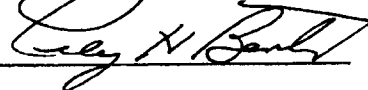
4. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Agreement is hereby specifically ratified, restated and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this Amendment conflicts with any term or provision of the Agreement, the term or provision from this Amendment shall control.

5. Counterparts. This Amendment may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. In making proof of this Amendment, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto. Delivery of an executed counterpart of this Amendment by telefacsimile or other method of electronic transmission shall have the same force and effect as delivery of an executed counterpart of this Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Borrower and Agent have executed this Amendment as of the day and year first above written.

CUMBERLAND FARMS, INC.

By: 

Title: Chairman of the Board and  
Chief Executive Officer

GE BUSINESS CAPITAL CORPORATION,  
formerly known as Transamerica Business Capital  
Corporation, as Agent

By: \_\_\_\_\_

Title: \_\_\_\_\_

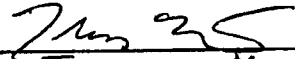
IN WITNESS WHEREOF, Borrower and Agent have executed this Amendment as of the day and year first above written.

CUMBERLAND FARMS, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

GE BUSINESS CAPITAL CORPORATION,  
formerly known as Transamerica Business Capital  
Corporation, as Agent

By:   
Thomas Marante

Title: My Authorized Signatory

STATE OF Massachusetts )  
 ) ss.:  
COUNTY OF Norfolk )

On this 7 day of July, 2006, before me personally came Lily H Bentar, to me known, who being duly sworn, did depose and say, that he/she is the COB/CEO of CUMBERLAND FARMS, INC., the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.

Amie Jaber  
Notary Public

STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_ day of \_\_\_\_\_, 2006, before me personally came \_\_\_\_\_, to me known, who being duly sworn, did depose and say, that he/she is the \_\_\_\_\_ of GE BUSINESS CAPITAL CORPORATION, formerly known as Transamerica Business Capital Corporation, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

\_\_\_\_\_  
Notary Public





EXHIBIT A  
TO  
AMENDMENT NO. 1  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

LIST OF EXISTING TRADEMARKS

[See attached]

Trademarks and Trademark Applications

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
CAPPA COOLA (CLASS 30)	2,411,356	12/05/2000	12/05/2010
CAPPA COOLA AND DESIGN (CLASS 30)	2,507,690	12/13/2001	11/13/2007
COFFEE CUP CHARACTER AND DESIGN (CLASS 35)	2,454,545	05/29/2001	05/29/2007
HEATBEATER (CLASS 32)	2,601,605	07/30/2002	07/30/2008
HEATBEATER (CLASS 29 & 30)	2,583,242	06/18/2002	06/18/2008
THE AGENTS	2,273,302	08/24/1999	08/24/2005
C Design (CLASS 32)	2,691,446	02/25/2003	02/25/2013
CLOVERFIELD & DESIGN (CLASS 30)	2,173,073	07/14/1998	07/14/2008
CUMBERLAND FARMS (CLASS 42)	1,261,294	12/13/1983	12/13/2003
CUMBERLAND FARMS & TREE LOGO (CLASS 42)	1,285,634	07/10/1984	07/10/2004
CUMBERLAND FARMS & DESIGN (CLASS 30)	907,638	02/09/1971	02/09/2011
CUMBY'S ULTIMATE SCOOP (CLASS 30)	2,701,837	04/01/2003	04/01/2013
FUEL FOR THE NEXT CENTURY (CLASS 4)	2,465,154	07/03/2001	07/03/2011
CUMBERLAND FARMS (STYLIZED) (CLASS 30)	813,569	08/23/1966	08/23/2006
TREE DESIGN (CLASS 29,30)	1,365,785	10/15/1985	10/15/2005

<u>Trademark Application</u>	<u>Application/Serial Number</u>	<u>Application Date</u>
CUMBERLAND FARMS (CLASS 30)	78/218988	02/26/2003
CUMBY'S (CLASS 30)	76/249707	05/01/2001
CUMBY'S (CLASS 35)	78/236312	04/10/2003

BUSDOCS:1249976.1

CUMBY'S CHILL ZONE (CLASS 35)	76/407778	05/14/2002
CUMBY'S ITALIAN ICE (CLASS 30)	78/192486	12/09/2002
CUMBY'S SNACKS (CLASS 30)	78/201767	01/09/2003
NEWPORT (CLASS 32)	76/126454	09/12/2000

EXHIBIT B  
TO  
AMENDMENT NO. 1  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

NEW TRADEMARKS

Trademark Application	Application / Serial Number
NRG KICK in Class 32	78/892,844
CUMBY'S in Class 32	78/749,200
CRAZY COLA in Class 32	78/749,203
THE DOUBLE DEUCE in Class 32	78/696,657
THE BIG 32 in Class 32	78/696,651
THE 22 in Class 32	78/696,663
CUMBY'S in Class 29	78/509,910
CUMBY'S CAFE	78/379,380
FRESH FOOD CENTRAL	78/498,117