

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.		07/28/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wachovia Bank, National Association		
Street Address:	Charlotte Plaza, CP-8, 201 South College Street		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28288-0680		
Entity Type:	National Banking Association:		
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	
Registration Number:	2759506	MATCHPOINT MARKETING	
Serial Number:	78728261	SKURITE	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	022411-0611 (TM SEC. AGT)		

OP \$165.00 2018943

NAME OF SUBMITTER:	Anna T Kwan
Signature:	/Anna T Kwan/
Date:	12/12/2006
Total Attachments: 6 source=Trademark Security Agreement - Acosta#page1.tif source=Trademark Security Agreement - Acosta#page2.tif source=Trademark Security Agreement - Acosta#page3.tif source=Trademark Security Agreement - Acosta#page4.tif source=Trademark Security Agreement - Acosta#page5.tif source=Trademark Security Agreement - Acosta#page6.tif	

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of July 28, 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 Charlotte Plaza, CP-8, 201 South College Street, Charlotte, North Carolina 28288-0680 for the lenders from time to time party to Credit Agreement (as defined below) (collectively, "Lenders") and as collateral agent (in such capacity, "Agent") for the benefit of the Secured Parties (as defined in Collateral Agreement).

This Agreement is executed pursuant to the terms of a Collateral Agreement dated as of July 28, 2006 by and among Acosta, Inc., certain of its Affiliates party thereto, including the Grantor, and the Collateral 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 Collateral 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;

provided, that the security interests granted herein shall not extend to (A) any Intellectual Property set forth in clauses (i) through (iv) above to the extent that the granting of a security interest therein is specifically prohibited in writing by, or would constitute an event of default under or would grant a party a termination right under any agreement governing such right unless such prohibition is not enforceable or is otherwise ineffective under Applicable Law, (B) any Intellectual Property set forth in clauses (i) through (iv) above, if the grant of such security interest shall constitute or result in the abandonment,

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invalidation or rendering unenforceable any right, title or interest of any Grantor with respect thereto, (C) any of the above to the extent prohibited by Applicable Law.

The rights and remedies of the Collateral 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.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has executed this Agreement.

ACOSTA, INC., as Grantor

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

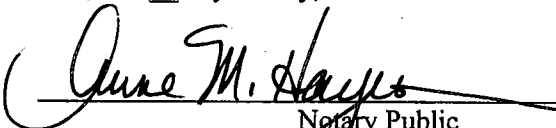
ACKNOWLEDGMENT

STATE OF GEORGIA

COUNTY OF CAMDEN

I, ANNE M. HAYES, a Notary Public for said County and State, do hereby certify that Drew W. Prusiecki personally appeared before me this day and stated that (s)he is 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 26th day of July, 2006.


Notary Public

My commission expires:
Notary Public, Camden County, Georgia
My Commission Expires Sept. 17, 2008

TRADEMARK SECURITY AGREEMENT - ACOSTA, INC.

TRADEMARK
REEL: 003442 FRAME: 0739

Agreed and Accepted as of the
28 day of July, 2006.

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: Charles Spidle
Name: Charles Spidle
Title: Vice President

Schedule A to Trademark Security Agreement

TRADEMARKS

I. TRADEMARK REGISTRATIONS

<u>TRADEMARK/SERVICE MARK NAME</u>	<u>SERIAL NUMBER</u>	<u>REGISTRATION DATE</u>	<u>OWNER / OWNER OF RECORD AT USPTO</u>
ACOSTA	2,018,943	11/26/1996	Acosta, Inc. / Acosta, Inc.
ACOSTA-PMI	2,436,189	03/20/2001	Acosta, Inc. / Acosta, Inc.
AHORROS PARA SU FAMILIA	2,995,731	9/13/05	Acosta, Inc. / Acosta, Inc.
RETAILSOURCE	2,802,440	1/6/04	Acosta, Inc. / Acosta, Inc.
MATCHPOINT MARKETING	2,759,506	9/2/2003	Acosta, Inc. / Acosta, Inc.

II. TRADEMARK APPLICATIONS

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

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None

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NY1161592.4

RECORDED: 12/12/2006

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REEL: 003442 FRAME: 0742**