

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
EFFECTIVE DATE:	01/18/2007		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Fairway Broadway LLC		01/18/2007	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
Name:	CapitalSource Finance LLC		
Street Address:	4445 Willard Avenue, 12th floor		
City:	Chevy Chase		
State/Country:	MARYLAND		
Postal Code:	20815		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
Property Type	Number	Word Mark	
Registration Number:	2375537	LIKE NO OTHER MARKET	
Registration Number:	2431510	LIKE NO OTHER MARKET	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(212)230-7735		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-318-6535		
Email:	traceybennett@paulhastings.com		
Correspondent Name:	Tracey D. Bennett		
Address Line 1:	Paul, Hastings, Janofsky & Walker LLP		
Address Line 2:	75 East 55th Street		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Tracey D. Bennett		
Signature:	/s/Tracey D. Bennett		

OP \$65.00 2375537

Date:

01/24/2007

**Total Attachments: 15**

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**ACKNOWLEDGEMENT OF  
INTELLECTUAL PROPERTY COLLATERAL LIEN**

This Acknowledgement of Intellectual Property Collateral Lien (this "Acknowledgement") is dated as of January 18, 2007, by each of Fairway Group Holdings Corp., a Delaware corporation ("Holdings"), Fairway Group Acquisition Company, a Delaware corporation ("Fairway"), each of the other direct or indirect subsidiaries of Holdings signatory hereto (together with Holdings and Fairway, each sometimes referred to herein as a "Borrower" and collectively as "Borrowers"; each a "Grantor" and, collectively, the "Grantors"), in favor of CapitalSource Finance LLC, a Delaware limited liability company, as agent for the Lenders under the Credit Agreement (in such capacity, "Secured Party").

**WITNESSETH:**

WHEREAS, pursuant to that certain Revolving Credit, Term Loan, Capex Line and Security Agreement dated as of the date hereof among Grantors, Secured Party and the Lenders (as the same exists and may be amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to provide Loans and other extensions of credit to the Grantors upon the terms, and subject to the conditions, set forth therein;

WHEREAS, under the Credit Agreement, the Grantors granted to Secured Party, for itself and the benefit of the Lenders, certain liens on the Collateral to secure their Obligations under the Credit Agreement; and

WHEREAS, pursuant to the terms of the Credit Agreement the Grantors are required to execute and deliver this Acknowledgment in favor of Secured Party, for itself and the benefit of the Lenders.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce Secured Party and Lenders to enter into the Loan Documents and to make Loans to the Grantors thereunder, each Grantor hereby agrees with Secured Party as follows:

**Section 1. Defined Terms.** Capitalized terms used herein (including the recitals) and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement or, to the extent the same are used or defined therein, the meanings provided in Article 9 of the UCC. Whenever the context so requires, each reference to gender includes the masculine and feminine, the singular number includes the plural and vice versa. This Acknowledgement shall mean such agreement as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, from time to time. Unless otherwise specified, all accounting terms not defined in the Loan Documents shall have the meanings given to such terms in and shall be interpreted in accordance with GAAP. References in this Acknowledgement to any Person shall include such Person and its successors and permitted assigns.

**Section 2. Reaffirmation of Grant of Security Interest in Intellectual Property Collateral.** Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby reaffirms its grant to Secured Party, for itself and the benefit of the Lenders, of a first priority security interest in the Collateral, and further collaterally

assigns, conveys, mortgages, pledges, hypothecates and transfers to Secured Party, for itself and the benefit of the Lenders, and grants to Secured Party, for itself and the benefit of the Lenders, a lien on and security interest in all of its right, title and interest in, to and under the following Collateral of such Grantor (herein referred to as "Intellectual Property Collateral"):

(a) all of its owned Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto; all renewals, reissues, continuations or extensions of the foregoing; all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License;

(b) all of its Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule II hereto; all renewals, reissues, continuations or extensions of the foregoing; and all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future infringement or dilution of any Copyright or Copyright licensed under any Copyright License; and

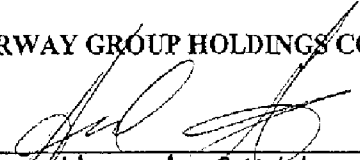
(c) all of its Patents and Patent Licenses to which it is a party, including those referred to on Schedule III hereto; all renewals, reissues, continuations or extensions of the foregoing; and all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License.

**Section 3. Acknowledgement.** The security interests reaffirmed herein are granted in conjunction with the security interest granted to Secured Party, for itself and the benefit of the Lenders, pursuant to the Credit Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party and Lenders with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent that there is any conflict or inconsistency between this Acknowledgement and the Credit Agreement, the terms and conditions of the Credit Agreement shall govern.

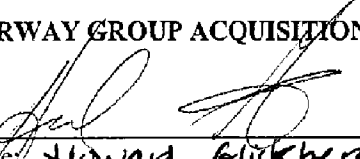
[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

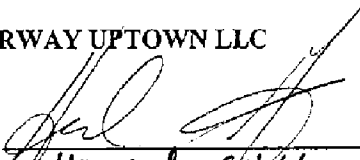
**FAIRWAY GROUP HOLDINGS CORP.**

By:   
Name: Howard Glickberg  
Title: President and CEO

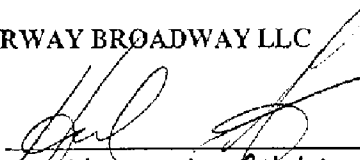
**FAIRWAY GROUP ACQUISITION COMPANY**

By:   
Name: Howard Glickberg  
Title: President and CEO

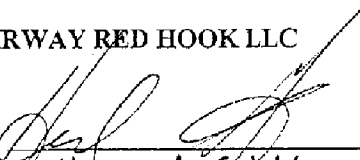
**FAIRWAY UPTOWN LLC**

By:   
Name: Howard Glickberg  
Title: President and CEO

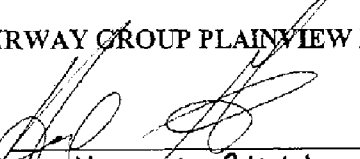
**FAIRWAY BROADWAY LLC**

By:   
Name: Howard Glickberg  
Title: President and CEO

**FAIRWAY RED HOOK LLC**

By:   
Name: Howard Glickberg  
Title: President and CEO

**FAIRWAY GROUP PLAINVIEW LLC**

By:   
Name: Howard Glickberg  
Title: President and CEO

[SIGNATURE PAGE TO FAIRWAY GROUP HOLDINGS CORP. ACKNOWLEDGMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN]

FAIRWAY GROUP CENTRAL SERVICES LLC

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

Name: *Howard Glickberg*  
Title: *President and CEO*

[SIGNATURE PAGE TO FAIRWAY GROUP HOLDINGS CORP. ACKNOWLEDGMENT OF  
INTELLECTUAL PROPERTY COLLATERAL LIEN]

LEGAL\_US\_E# 73277528

**TRADEMARK**  
**REEL: 003467 FRAME: 0594**

ACCEPTED AND AGREED:

CAPITALSOURCE FINANCE LLC, as Secured Party

By: Shaila Lakhani Ohri

Name:

Title:

**Shaila Lakhani Ohri**  
**Senior Counsel**

[SIGNATURE PAGE TO FAIRWAY GROUP HOLDINGS CORP. ACKNOWLEDGMENT OF  
INTELLECTUAL PROPERTY COLLATERAL LIEN]

ACKNOWLEDGEMENT OF GRANTORS

STATE OF New York )  
 ) ss.  
COUNTY OF New York )

On this 18<sup>th</sup> day of January, 2007 before me personally appeared Howard Glickberg, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Fairway Group Holdings Corp., who being by me duly sworn did depose and say that he is an authorized officer of said entity, that the said instrument was signed on behalf of said entity as authorized by its respective governing board and that he acknowledged said instrument to be the free act and deed of said entity.

Lori J. Horsley  
Notary Public

LORI J. HORSLEY  
NOTARY PUBLIC, State of New York  
No. 01HO6077703  
Qualified in New York County  
Commission Expires July 15, 2010

[SIGNATURE PAGE TO FAIRWAY GROUP HOLDINGS CORP. ACKNOWLEDGMENT OF  
INTELLECTUAL PROPERTY COLLATERAL LIEN]

LEGAL\_US\_E # 73277528

TRADEMARK  
REEL: 003467 FRAME: 0596





ACKNOWLEDGEMENT OF GRANTORS

STATE OF New York )  
 ) ss.  
COUNTY OF New York )

On this 18<sup>th</sup> day of January, 2007 before me personally appeared Howard Glickberg, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Fairway Uptown LLC, who being by me duly sworn did depose and say that he is an authorized officer of said entity, that the said instrument was signed on behalf of said entity as authorized by its respective governing board and that he acknowledged said instrument to be the free act and deed of said entity.

Lori J. Horsley  
Notary Public  
LORI J. HORSLEY  
NOTARY PUBLIC, State of New York  
No. 01E06077703  
Qualified in New York County  
Commission Expires July 15, 2010

[SIGNATURE PAGE TO FAIRWAY GROUP HOLDINGS CORP. ACKNOWLEDGMENT OF  
INTELLECTUAL PROPERTY COLLATERAL LIEN]

LEGAL\_US\_E.# 73277528

TRADEMARK  
REEL: 003467 FRAME: 0598

ACKNOWLEDGEMENT OF GRANTORS

STATE OF New York )  
 ) ss.  
COUNTY OF New York )

On this 18<sup>th</sup> day of January, 2007 before me personally appeared Howard Lyric Berg, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Fairway Red Hook LLC, who being by me duly sworn did depose and say that he is an authorized officer of said entity, that the said instrument was signed on behalf of said entity as authorized by its respective governing board and that he acknowledged said instrument to be the free act and deed of said entity.

Lori J. Horsley  
Notary Public

LORI J. HORSLEY  
NOTARY PUBLIC, State of New York  
No. 01806077703  
Qualified in New York County  
Commission Expires July 15, 2010

[SIGNATURE PAGE TO FAIRWAY GROUP HOLDINGS CORP. ACKNOWLEDGMENT OF  
INTELLECTUAL PROPERTY COLLATERAL LIEN]

LEGAL\_US\_E# 73277528

TRADEMARK  
REEL: 003467 FRAME: 0599

ACKNOWLEDGEMENT OF GRANTORS

STATE OF New York )  
 ) ss.  
COUNTY OF New York )

On this 18<sup>th</sup> day of January, 2007 before me personally appeared Howard Glickberg, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Fairway Group Plainview LLC, who being by me duly sworn did depose and say that he is an authorized officer of said entity, that the said instrument was signed on behalf of said entity as authorized by its respective governing board and that he acknowledged said instrument to be the free act and deed of said entity.

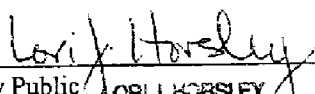
Lori J. Nursley  
Notary Public  
LORI J. NURSLEY  
NOTARY PUBLIC, State of New York  
No. 01106077703  
Qualified in New York County  
Commission Expires July 15, 2010

[SIGNATURE PAGE TO FAIRWAY GROUP HOLDINGS CORP. ACKNOWLEDGMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN]

ACKNOWLEDGEMENT OF GRANTORS

STATE OF New York )  
 ) ss.  
COUNTY OF New York )

On this 18<sup>th</sup> day of January, 2007 before me personally appeared Howard Hickberg, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Fairway Group Central Services LLC, who being by me duly sworn did depose and say that he is an authorized officer of said entity, that the said instrument was signed on behalf of said entity as authorized by its respective governing board and that he acknowledged said instrument to be the free act and deed of said entity.

  
\_\_\_\_\_  
Notary Public LORI J. HORSLEY  
NOTARY PUBLIC, State of New York  
No. 01806077703  
Qualified in New York County  
Commission Expires July 15, 2010

[SIGNATURE PAGE TO FAIRWAY GROUP HOLDINGS CORP. ACKNOWLEDGMENT OF  
INTELLECTUAL PROPERTY COLLATERAL LIEN]

LEGAL\_US\_E # 73277528

TRADEMARK  
REEL: 003467 FRAME: 0601

ACKNOWLEDGEMENT OF GRANTORS

STATE OF New York )  
 ) ss.  
COUNTY OF New York )

On this 18<sup>th</sup> day of January, 2007 before me personally appeared Howard Glickberg, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Fairway Broadway LLC, who being by me duly sworn did depose and say that he is an authorized officer of said entity, that the said instrument was signed on behalf of said entity as authorized by its respective governing board and that he acknowledged said instrument to be the free act and deed of said entity.

W. J. Horsley  
Notary Public  
W. J. HORSLEY  
NOTARY PUBLIC, State of New York  
No. 01806077703  
Qualified in New York County  
Commission Expires July 15, 2010

[SIGNATURE PAGE TO FAIRWAY GROUP HOLDINGS CORP. ACKNOWLEDGMENT OF  
INTELLECTUAL PROPERTY COLLATERAL LIEN]

LEGAL\_US\_E# 73277528

TRADEMARK  
REEL: 003467 FRAME: 0602

SCHEDULE I  
to  
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN  
TRADEMARK REGISTRATIONS

A. REGISTERED TRADEMARKS

LIKE NO OTHER MARKET, registered with the U.S. Patent and Trademark Office on August 8, 2000, under registration number 2,375,537 (service mark) and on February 27, 2001 under registration number 2,431,510 (trademark)

B. TRADEMARK APPLICATIONS

None

C. TRADEMARK LICENSES

None

SCHEDULE II  
to  
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN  
COPYRIGHT REGISTRATIONS

A. REGISTERED COPYRIGHTS

None

B. COPYRIGHT APPLICATIONS

None

C. COPYRIGHT LICENSES

None



SCHEDULE III  
to  
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN  
PATENT REGISTRATIONS

- A. REGISTERED PATENT  
None
- B. PATENT APPLICATIONS  
None
- C. PATENT LICENSES  
None