

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fairway Broadway LLC		01/18/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Golub Capital Incorporated, as Agent		
Street Address:	551 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2375537	LIKE NO OTHER MARKET	
Registration Number:	2431510	LIKE NO OTHER MARKET	
CORRESPONDENCE DATA			
Fax Number:	(617)526-9899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	One International Place		
Address Line 2:	Proskauer Rose LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	31199/001		
NAME OF SUBMITTER:	Christine Slattery		
Signature:	/Christine Slattery/		

CH \$65.00 2375537

Date:

02/01/2007

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 Golub Capital Incorporated, a New York corporation, as agent for the Lenders under the Credit Agreement (in such capacity, "Secured Party").

WITNESSETH:

WHEREAS, pursuant to that certain Term C Loan Credit and Security Agreement dated as of the date hereof among Grantors, Secured Party, CapitalSource Finance LLC, a Delaware limited liability company in its capacity as payment agent and documentation agent for the Lenders, 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 a Term C Loan 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 (subject to the Lien in favor of the First Lien Agent to secure the First Lien Priority Obligations (as defined in the Intercreditor Agreement)) 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.

Section 4. Subordination. Notwithstanding anything to the contrary contained herein, this Agreement and the other Loan Documents are subject to the terms of the Intercreditor Agreement. Upon payment in full of the First Lien Priority Obligations, this agreement and the liens and the security interests created hereunder for the benefit of the Secured Party and the right and privileges of the Secured Party evidenced hereby shall no longer be subordinated pursuant to the terms of the Intercreditor Agreement.


[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.

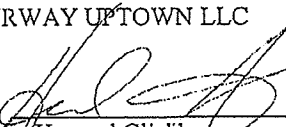
FAIRWAY GROUP HOLDINGS CORP.

By: 
Name: Howard Glickberg
Title: President and Chief Executive Officer

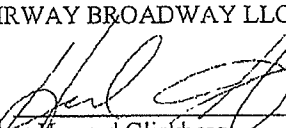
FAIRWAY GROUP ACQUISITION COMPANY

By: 
Name: Howard Glickberg
Title: President and Chief Executive Officer

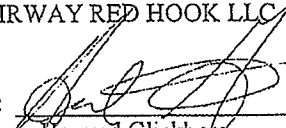
FAIRWAY UPTOWN LLC

By: 
Name: Howard Glickberg
Title: President and Chief Executive Officer

FAIRWAY BROADWAY LLC


By: 
Name: Howard Glickberg
Title: President and Chief Executive Officer

FAIRWAY RED HOOK LLC

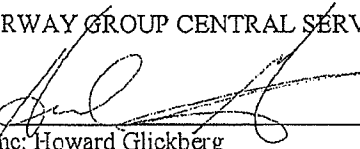
By: 
Name: Howard Glickberg
Title: President and Chief Executive Officer

[Acknowledgement of Intellectual Property Collateral Lien – Term C Loan]

FAIRWAY GROUP PLAINVIEW LLC

By: 
Name: Howard Glickberg
Title: President and Chief Executive Officer

FAIRWAY GROUP CENTRAL SERVICES LLC

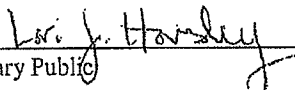
By: 
Name: Howard Glickberg
Title: President and Chief Executive Officer

[Acknowledgement of Intellectual Property Collateral Lien – Term C Loan]

ACKNOWLEDGEMENT OF GRANTORS

STATE OF _____)
) ss.
COUNTY OF _____)

On this 8th day of January, 2007 before me personally appeared _____, 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 each said entity, that the said instrument was signed on behalf of each said entity as authorized by its respective governing board and that [he/she] acknowledged said instrument to be the free act and deed of each said entity.



Notary Public

LORI J. HORSLEY
NOTARY PUBLIC, State of New York
No. 01806077703
Qualified in New York County
Commission Expires July 16, 2010

[Acknowledgement of Intellectual Property Collateral Lien – Term C Loan]

ACKNOWLEDGEMENT OF GRANTORS

STATE OF _____)
) SS.
COUNTY OF _____)

On this 18th day of January, 2007 before me personally appeared _____, 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 each said entity, that the said instrument was signed on behalf of each said entity as authorized by its respective governing board and that [he/she] acknowledged said instrument to be the free act and deed of each said entity.

Lori J. Horsley

Notary Public

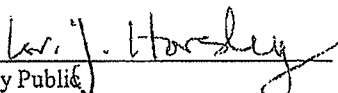
LORI J. HORSLEY
NOTARY PUBLIC, State of New York
No. 01206077703
Qualified in New York County
Commission Expires July 15, 2010

[Acknowledgement of Intellectual Property Collateral Lien - Term C Loan]

ACKNOWLEDGEMENT OF GRANTORS

STATE OF _____)
) SS.
COUNTY OF _____)

On this 18th day of January, 2007 before me personally appeared _____, 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 each said entity, that the said instrument was signed on behalf of each said entity as authorized by its respective governing board and that [he/she] acknowledged said instrument to be the free act and deed of each said entity.



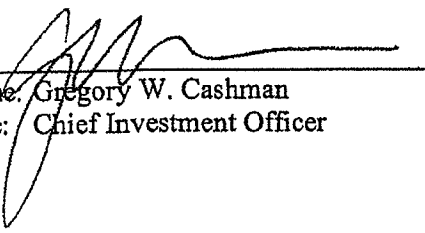
Notary Public

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

[Acknowledgement of Intellectual Property Collateral Lien – Term C Loan]

ACCEPTED AND AGREED:

GOLUB CAPITAL INCORPORATED, as Secured Party

By: 
Name: Gregory W. Cashman
Title: Chief Investment Officer

[Acknowledgement of Intellectual Property Collateral Lien – Term C Loan]

TRADEMARK
REEL: 003473 FRAME: 0158

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) is owned by Fairway Operating Corp. but will be transferred to Fairway Broadway LLC upon Closing.

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