

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Super Store Industries		11/30/2007	PARTNERSHIP: CALIFORNIA

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland"
<b>Street Address:</b>	245 Park Avenue
<b>Internal Address:</b>	36th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10167
<b>Entity Type:</b>	Administrative Agent:

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Serial Number:	78572579	BAYVIEW
Registration Number:	3063780	BAYVIEW
Registration Number:	2620601	BAYVIEW FARMS
Serial Number:	78301177	COWABUNGA
Serial Number:	78301133	COWABUNGA
Serial Number:	78688683	MEADOWVIEW FARMS
Registration Number:	3252561	MEADOWVIEW FARMS
Registration Number:	1696366	NUPET
Registration Number:	2255294	SOFT ONE
Registration Number:	1997211	SUNNY SELECT
Registration Number:	2007268	SUNNY SELECT
Registration Number:	2588089	SUNNYSIDE FARMS
Registration Number:	2276472	TUFF ONE

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Registration Number:	1430436	BAY VIEW FARMS
Registration Number:	1483698	BAY VIEW FARMS
Registration Number:	1867117	RANCHO DEL SOL
Registration Number:	1866535	SUNNYSIDE
Registration Number:	1199741	SUNNYSIDE FARMS
Registration Number:	1486264	SUNNYSIDE FARMS
Registration Number:	2811040	SUNNYSIDE FARMS COWABUNGA

**CORRESPONDENCE DATA**

Fax Number: (804)344-7999  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 804-788-8523  
Email: HWRITM@hunton.com  
Correspondent Name: Edward T. White  
Address Line 1: 951 East Byrd Street  
Address Line 2: Riverfront Plaza, East Tower  
Address Line 4: Richmond, VIRGINIA 23219-4074

ATTORNEY DOCKET NUMBER:	67350.001043
NAME OF SUBMITTER:	Edward T. White
Signature:	/Edward T. White/
Date:	12/07/2007

**Total Attachments: 5**  
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FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (the "Amendment"), dated as of November 30, 2007 is between SUPER STORE INDUSTRIES, a general partnership (the "Grantor") and COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK NEDERLAND", NEW YORK BRANCH ("Rabobank"), as administrative agent (herein so called).

RECITALS:

Grantor executed and delivered that certain Trademark Security Agreement dated November 26, 2002 (the "Agreement") in favor of and Bank of America, N.A. ("Bank of America") in its capacity as the administrative agent under the Credit Agreement (as defined in the Agreement). The Agreement was filed with the United States Patent and Trademark Office on January 7, 2003 under file number 2659/0976. Bank of America has resigned as the administrative agent under the Credit Agreement and Rabobank has been appointed the successor administrative agent under the Credit Agreement. Bank of America, in its capacity as the retiring administrative agent, also assigned all of its right, title and interest in and to the Agreement to Rabobank, in its capacity as the successor administrative agent under the Credit Agreement pursuant to the terms of that certain Fourth Amendment to Credit Agreement dated the date hereof among the Grantor, Rabobank and Bank of America. Rabobank, in such capacity, and the Grantor desire to amend the Agreement as herein set forth.

NOW, THEREFORE, in consideration of the premises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows effective as of the date hereof unless otherwise indicated:

ARTICLE 1.

Definitions

Section 1.1. Definitions. Capitalized terms used in this Amendment, to the extent not otherwise defined herein, shall have the same meanings as in the Agreement, as amended hereby.

ARTICLE 2.

Amendments

Section 2.1. Amendment to the Defined Term "Administrative Agent". The term "Administrative Agent" as defined and used in the Agreement is amended to mean "COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK NEDERLAND", NEW YORK BRANCH ("Rabobank"), as administrative agent under the Credit Agreement".

Section 2.2. Amendment to Schedule 1. Schedule 1 to the Agreement is amended in its entirety to read as set forth on Schedule 1 hereto. After giving effect to this Amendment, to secure the Secured Obligations (as defined in the Security Agreement), Grantor, pursuant to the terms of the Agreement, does hereby grant to the Administrative Agent a continuing security interest in all of Grantor's right, title and interest in, to and under the Trademark Collateral, including, the trademarks, trademark applications and trademark registrations identified on Schedule 1 hereto.

ARTICLE 3.

Miscellaneous

Section 3.1. Ratifications. The terms and provisions set forth in this Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement and except as expressly modified and superseded by this Amendment, the terms and provisions of the Agreement and are ratified and confirmed and shall continue in full force and effect. Grantor and the Administrative Agent agree that the Agreement as amended hereby shall continue to be legal, valid, binding and enforceable in accordance with its terms.

Section 3.2. Severability. Any provision of this Amendment held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Amendment and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.

Section 3.3. Successors and Assigns. This Amendment is binding upon and shall inure to the benefit of Grantor, Administrative Agent and their respective successors and assigns, except Grantor may not assign or transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent. Any assignment in violation of this Section 3.3 shall be void.

Section 3.4. Counterparts. This Amendment may be executed in one or more counterparts and on electronic counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same agreement.

Section 3.5. Headings. The headings, captions, and arrangements used in this Amendment are for convenience only and shall not affect the interpretation of this Amendment.

Section 3.6. Entire Agreement. This Amendment embodies the final, entire agreement among the parties hereto relating to the amendment to the Agreement and supersede any and all prior commitments, agreements, representations and understandings, whether written or oral, relating to this Amendment, and may not be contradicted or varied by evidence of prior, contemporaneous or subsequent oral agreements or discussions of the parties hereto.


Executed as of the date first written above.

**SUPER STORE INDUSTRIES**

By:

  
Tracy L. Nicholl, Chief Financial Officer

**COÖPERATIEVE CENTRALE RAIFFEISEN-  
BOERENLEENBANK B.A., "RABOBANK  
NEDERLAND" NEW YORK BRANCH**, as successor  
Administrative Agent

By:   
Eric L. Baymiller, Executive Director

By:   
Rebecca O. Morrow, Executive Director

Consented and Agreed to:

**BANK OF AMERICA, N.A.**, as the resigning  
administrative agent

By: \_\_\_\_\_  
Dora A Brown, Vice President


**COÖPERATIEVE CENTRALE RAIFFEISEN-  
BOERENLEENBANK B.A., "RABOBANK  
NEDERLAND" NEW YORK BRANCH, as successor  
Administrative Agent**

By: \_\_\_\_\_  
Eric L Baymiller, Executive Director

By: \_\_\_\_\_  
Rebecca O. Morrow, Executive Director

Consented and Agreed to:

**BANK OF AMERICA, N.A., as the resigning  
administrative agent**

By:   
Dora A Brown, Vice President

Schedule 1  
to  
First Amendment to Trademark Security Agreement

TRADEMARK	COUNTRY	CLASS(ES)	APPL. NO FILING DATE	REG ISSUE DATE	NO.
BAYVIEW	US	003, 016, 031	74/520020 05/02/1994	1908045 08/01/1995	
BAYVIEW	US	6, 29, 30	78/572579 02/22/2005		
BAYVIEW	US	31	78/685528 08/04/2005	3063780 02/28/2006	
BAYVIEW FARMS	US	030	76/258391 5/16/2001	2620601 09/17/2002	
BAYVIEW FARMS	US	029; 030; 032	74/232619 12/20/1991	1870213 12/27/1994	
COWABUNGA	US	16; 21; 29; 30; 31; 32	78/301177 09/16/2003		
COWABUNGA	US	29; 30; 32	78/301133 09/16/2003		
MEADOWVIEW FARMS	US	29, 32	78/688683 08/09/2005		
MEADOWVIEW FARMS	US	29; 30; 32	78/978227 08/09/2005	3252561 06/12/2007	
MOUNTAIN MIST	US	032	76/204787 02/01/2001		
NUPET	US	031	74/135541 02/01/1991	1696366 06/23/1992	
SOFT ONE	US	016	75/441739 02/27/1998	2255294 06/22/1999	
SOFT STUFF	US	016	76/351713 12/21/2001		
SUNNY RANCH	US	029	74/557703 08/05/1994		
SUNNY SELECT	US	029	74/188899 07/26/1991	1914227 08/22/1995	
SUNNY SELECT	US	004; 006; 016; 031	74/050580 04/19/1990	1997211 08/27/1996	
SUNNY SELECT	US	3; 29; 30; 32	74/800469 04/19/1990	2007268 10/08/1996	
SUNNYSIDE FARMS	US	030	76/258806 05/16/2001	2588089 07/02/2002	
SUNNYSIDE FARMS	US	029	74/392349 05/19/1993	1821537 02/15/1994	
SUNNYSIDE FARMS COWABUNGA	US	029; 030	76/156894 10/30/2000	281140 02/03/2004	
TOUGH STUFF	US	016	76/351714 12/21/2001		
TUFF ONE	US	016	75/318517 06/27/1997	2276472 09/07/1999	
BAY VIEW FARMS	US	29	73/582522 02/12/1986	1430436 02/24/1987	
BAY VIEW FARMS	US	29, 30	73/665270 06/08/1987	1483698 04/05/1988	
BAY VIEW FARMS	US	030	73/827573 09/25/1989	1597693 05/22/1990	
RANCHO DEL SOL	US	030	74/349529 01/19/1993	1867117 12/13/1994	
SUNNYSIDE	US	032	74/314092 09/15/1992	1866535 12/06/1994	
SUNNYSIDE FARMS	US	025		1199741 06/29/1982	
SUNNYSIDE FARMS	US	030	73/827577 09/25/1989	1601200 06/12/1990	
SUNNYSIDE FARMS	US	029; 030; 032	73/666068 06/11/1987	1486264 04/26/1988	