

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RECORDATION OF TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GOURMET BOUTIQUE, L.L.C.		12/21/2007	LIMITED LIABILITY COMPANY: NEW YORK

RECEIVING PARTY DATA

Name:	KEY PRINCIPAL PARTNERS IIIA LLC
Street Address:	800 Superior Avenue
Internal Address:	8th Floor
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	LIMITED LIABILITY COMPANY: OHIO

Name:	KPP INVESTORS III LP
Street Address:	800 Superior Avenue
Internal Address:	8th Floor
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	KPP INTERNATIONAL INVESTORS III LP
Street Address:	800 Superior Avenue
Internal Address:	8th Floor
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3108673	GOURMET BOUTIQUE
Registration Number:	3274189	AS GOOD AS IT GETS...NATURALLY

CORRESPONDENCE DATA

Fax Number: (212)554-7700
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-554-7858
Email: ldebel@mosessinger.com
Correspondent Name: Loren M. Debel, Esq.
Address Line 1: 405 Lexington Avenue
Address Line 2: Moses & Singer LLP
Address Line 4: New York, NEW YORK 10174-1299

ATTORNEY DOCKET NUMBER:	6690-121
NAME OF SUBMITTER:	Jonathan Albrink
Signature:	/jonathan albrink/
Date:	12/28/2007

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 21st day of December, 2007 by **GOURMET BOUTIQUE, L.L.C.**, a New York limited liability company ("Grantor"), in favor of **KEY PRINCIPAL PARTNERS IIIA LLC**, an Ohio limited liability company, **KPP INVESTORS III LP**, a Delaware limited partnership and **KPP INTERNATIONAL INVESTORS III LP**, a Delaware limited partnership (each a "Grantee" and collectively the "Grantees"):

WITNESSETH:

WHEREAS, Grantor and Grantees are parties to a certain Credit Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), providing for a loan to be made to Grantor by Grantees; and

WHEREAS, Grantor, Gourmet Boutique West, LLC, a Delaware limited liability company ("GB West") and Grantees are parties to a certain Master Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), providing for Grantor to grant to Grantees a security interest in the following real and personal property and interest in the real and personal property, whether now owned or hereafter acquired or arising and wheresoever located: (a) Accounts, (b) General Intangibles, (c) Inventory, (d) all other assets of Grantor in which the NYC IDA or the AZ IDA do not have a security interest, and all accessions and additions to, substitutions for, and replacements, products and proceeds of any of the foregoing, including all right title and interest of Grantor in, to and under all now owned and hereafter acquired or arising (a) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use or an amendment to alleged use is filed with respect to such applications); (b) all renewals thereof; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing, under licenses of the foregoing, or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing (collectively, "Trademarks") and all products and proceeds thereof, to secure the payment of all Secured Obligations (as defined in the Security Agreement).

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

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and the Security Agreement and the respective terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement; provided, that terms capitalized but not otherwise defined herein or in the Credit Agreement shall have the same meaning herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Secured Obligations, Grantor hereby grants to Grantees and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing and hereafter acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Warranties and Representations. Grantor warrants and represents to Grantees that:

(i) Grantor is the sole beneficial owner of, or has the right to use, free from any Liens or other restrictions, claims, rights, encumbrances or burdens (other than Liens permitted under the Credit Agreement), each Trademark;

(ii) Grantor has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iii) Grantor has the corporate power and authority to execute and deliver this Agreement and perform its terms.

4. Restrictions on Future Agreements. Grantor agrees that until the Secured Obligations shall have been satisfied in full, Grantor shall not, without the prior written consent of Grantees, sell or assign its interest in, or grant any license under, any Trademark or enter into any other agreement with respect to any Trademark, and Grantor further agrees that, except as otherwise specifically provided herein, it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Grantees under this Agreement.

5. New Trademarks. If, before the Secured Obligations shall have been satisfied in full, Grantor shall (i) become aware of any existing Trademarks of which Grantor has not previously informed Grantees or (ii) become entitled to the benefit of any Trademarks, which

benefit is not in existence on the date hereof, the provisions of this Agreement shall automatically apply thereto and Grantor shall give to Grantees prompt written notice thereof. Grantor hereby authorizes Grantees to modify this Agreement by amending Schedule 1 to include any such Trademarks.

6. Duties of Grantor. Grantor shall (i) file and prosecute diligently any trademark applications pending as of the date hereof or hereafter for Trademarks which are necessary in the conduct of Grantor's business, (ii) preserve and maintain all rights in the Trademarks, as reasonably deemed appropriate by Grantor and (iii) ensure that the Trademarks which are necessary in the conduct of Grantor's business are and remain enforceable.

7. Grantee's Right to Sue. After an Event of Default, subject to the provisions of the Intercreditor Agreement (as hereafter defined), Grantees shall have the right, but shall in no way be obligated, to bring suit in their own name to enforce the Trademarks and, if Grantees shall commence any such suit, Grantor shall, at the request of Grantees, do any and all lawful acts and execute any and all proper documents required by Grantees in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Grantees for all costs and expenses incurred by Grantees in the exercise of its rights under this Section 8.

8. Cumulative Remedies; Power of Attorney. Grantor hereby acknowledges and affirms that the rights and remedies with respect to the Trademarks, whether established hereby or by the Credit Agreement, the Security Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Grantees upon the occurrence of and during the continuance of an Event of Default, to, in each case subject to the provisions of the Intercreditor Agreement, make, constitute and appoint any officer or agent of Grantees as Grantees may select, in their sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Grantees in the use of the Trademarks, or (ii) take any other actions with respect to the Trademarks as Grantees deem to be in the best interest of Grantees, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, except to the extent such attorney is grossly negligent or engages in willful misconduct. This power of attorney shall be irrevocable until the Secured Obligations shall have been paid in full. Grantor hereby further acknowledges and agrees that the use by Grantees of the Trademarks shall be worldwide, except as limited by their terms, and without any liability for royalties or other related charges from Grantees to Grantor.

9. CHOICE OF LAW. THIS AGREEMENT SHALL BE DEEMED TO BE EXECUTED AND HAS BEEN DELIVERED AND ACCEPTED IN NEW YORK CITY, NEW YORK BY SIGNING AND DELIVERING IT THERE. ANY DISPUTE BETWEEN THE PARTIES HERETO ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED IN ACCORDANCE WITH THE

INTERNAL LAWS AND NOT THE CONFLICTS OF LAW PROVISIONS OF THE STATE OF NEW YORK.

10. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement

11. Counterparts. This Agreement may be executed and accepted in any number of counterparts, each of which shall be an original with the same effect as if the signatures were on the same instrument. The delivery of an executed counterpart of a signature page to this Agreement by facsimile or .pdf shall be effective as delivery of a manually executed counterpart of this Agreement.

12. Intercreditor Agreement. This Agreement and all of the rights and obligations of the parties set forth herein are subject to the terms and provisions of a Subordination and Intercreditor Agreement dated as of the date hereof by and among the Senior Lender, Grantor, GB West and the Grantees (the "Intercreditor Agreement"). In the event of any conflict between this Agreement and the Intercreditor Agreement, the terms and provisions of the Intercreditor Agreement shall control.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

GOURMET BOUTIQUE, L.L.C.

By: 
Jan Sussman, Chief Executive Officer

AGREED AND ACCEPTED

this 21st day of December, 2007:

KEY PRINCIPAL PARTNERS IIIA LLC

By: KEY PRINCIPAL PARTNERS CORP.,
its Manager

By: _____
Name: Michael J. Conaton
Title: Executive Vice President

KPP INVESTORS III LP

By: KPP III Management LLC, its General Partner

By: KEY PRINCIPAL PARTNERS CORP., its
Manager

By: _____
Name: Michael J. Conaton
Title: Executive Vice President

KPP INTERNATIONAL INVESTORS III LP

By: KPP III Management LLC, its General Partner

By: KEY PRINCIPAL PARTNERS CORP., its
Manager

By: _____
Name: Michael J. Conaton
Title: Executive Vice President

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

GOURMET BOUTIQUE, L.L.C.


By: _____
Name:
Title:

AGREED AND ACCEPTED

this 21st day of December, 2007:

KEY PRINCIPAL PARTNERS IIIA LLC


By: KEY PRINCIPAL PARTNERS CORP.,
its Manager

By: 
Name: Michael J. Conaton
Title: Executive Vice President

KPP INVESTORS III LP

By: KPP III Management LLC, its General Partner


By: KEY PRINCIPAL PARTNERS CORP., its
Manager

By: 
Name: Michael J. Conaton
Title: Executive Vice President

KPP INTERNATIONAL INVESTORS III LP

By: KPP III Management LLC, its General Partner

By: KEY PRINCIPAL PARTNERS CORP., its
Manager

By: 
Name: Michael J. Conaton
Title: Executive Vice President

SCHEDULE 1

TRADEMARKS

TRADEMARK	FEDERAL REGISTRATION NUMBER	REGISTRATION DATE
Gourmet Boutique	3,108,673	June 27, 2006
"AS GOOD AS IT GETS...NATURALLY"	3,274,189	August 7, 2007

TRADEMARK APPLICATIONS

None