

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|--|
| SUBMISSION TYPE: | CORRECTIVE ASSIGNMENT |
| NATURE OF CONVEYANCE: | Corrective Assignment to correct the Assignee and Brief previously recorded on Reel 003673 Frame 0388. Assignor(s) hereby confirms the Brief reads: Release of Secured Party Brief should read: First Amendment to Trademark Security Agreement. |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-----------------------|----------|----------------|-----------------------|
| Bank of America, N.A. | | 11/30/2007 | Administrative Agent: |

RECEIVING PARTY DATA

| | |
|--------------------------|---|
| Name: | Cooperatieve Centrale Raiffelsen-Boerenleenbank B.A. "Rabobank Nederland" |
| Street Address: | 245 Park Avenue |
| Internal Address: | 36th Floor |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10167 |
| Entity Type: | Administrative Agent: |

PROPERTY NUMBERS Total: 30

| Property Type | Number | Word Mark |
|----------------------|----------|------------------|
| Registration Number: | 1908045 | BAYVIEW |
| Serial Number: | 78572579 | BAYVIEW |
| Registration Number: | 3063780 | BAYVIEW |
| Registration Number: | 2620601 | BAYVIEW FARMS |
| Registration Number: | 1870213 | BAYVIEW FARMS |
| Serial Number: | 78301177 | COWABUNGA |
| Serial Number: | 78301133 | COWABUNGA |
| Serial Number: | 78688683 | MEADOWVIEW FARMS |
| Registration Number: | 3252561 | MEADOWVIEW FARMS |
| Serial Number: | 76204787 | MOUNTAIN MIST |
| Registration Number: | 1696366 | NUPET |

CH \$765.00 1908045

| | | |
|----------------------|----------|---------------------------|
| Registration Number: | 2255294 | SOFT ONE |
| Serial Number: | 76351713 | SOFT STUFF |
| Serial Number: | 74557703 | SUNNY RANCH |
| Registration Number: | 1914227 | SUNNY SELECT |
| Registration Number: | 1997211 | SUNNY SELECT |
| Registration Number: | 2007268 | SUNNY SELECT |
| Registration Number: | 2588089 | SUNNYSIDE FARMS |
| Registration Number: | 1821537 | SUNNYSIDE FARMS |
| Registration Number: | 2811040 | SUNNYSIDE FARMS COWABUNGA |
| Serial Number: | 76351714 | TOUGH STUFF |
| Registration Number: | 2276472 | TUFF ONE |
| Registration Number: | 1430436 | BAY VIEW FARMS |
| Registration Number: | 1483698 | BAY VIEW FARMS |
| Registration Number: | 1597693 | BAY VIEW FARMS |
| Registration Number: | 1867117 | RANCHO DEL SOL |
| Registration Number: | 1866535 | SUNNYSIDE |
| Registration Number: | 1199741 | SUNNYSIDE FARMS |
| Registration Number: | 1601200 | SUNNYSIDE FARMS |
| Registration Number: | 1486264 | SUNNYSIDE FARMS |

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: | 01/25/2008 |

Total Attachments: 22
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TO: EDWARD T. WHITE COMPANY: 951 EAST BYRD STREET

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

12/07/2007
900093629

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|------------------------------|--------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | RELEASE BY SECURED PARTY |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-----------------------|----------|----------------|-----------------------|
| Bank of America, N.A. | | 11/30/2007 | Administrative Agent: |

RECEIVING PARTY DATA

| | |
|------------------------|-------------------------|
| Name: | Super Store Industries |
| Street Address: | 16888 McKinley Avenue |
| City: | Lathrop |
| State/Country: | CALIFORNIA |
| Postal Code: | 95330 |
| Entity Type: | PARTNERSHIP: CALIFORNIA |

PROPERTY NUMBERS Total: 24

| Property Type | Number | Word Mark |
|----------------------|----------|---------------------------|
| Registration Number: | 1908045 | BAYVIEW |
| Registration Number: | 2620601 | BAYVIEW FARMS |
| Registration Number: | 1870213 | BAYVIEW FARMS |
| Serial Number: | 76204787 | MOUNTAIN MIST |
| Registration Number: | 1696366 | NUPET |
| Registration Number: | 2255294 | SOFT ONE |
| Serial Number: | 76351713 | SOFT STUFF |
| Serial Number: | 74557703 | SUNNY RANCH |
| Registration Number: | 1914227 | SUNNY SELECT |
| Registration Number: | 1997211 | SUNNY SELECT |
| Registration Number: | 2007268 | SUNNY SELECT |
| Registration Number: | 2588089 | SUNNYSIDE FARMS |
| Registration Number: | 1821537 | SUNNYSIDE FARMS |
| Registration Number: | 2811040 | SUNNYSIDE FARMS COWABUNGA |

CH \$615.00 1908045

O:EDWARD T. WHITE COMPANY:951 EAST BYRD STREET

| | | |
|----------------------|----------|-----------------|
| Serial Number: | 76351714 | TOUGH STUFF |
| Registration Number: | 2276472 | TUFF ONE |
| Registration Number: | 1430436 | BAY VIEW FARMS |
| Registration Number: | 1483698 | BAY VIEW FARMS |
| Registration Number: | 1597693 | BAY VIEW FARMS |
| Registration Number: | 1867117 | RANCHO DEL SOL |
| Registration Number: | 1866535 | SUNNYSIDE |
| Registration Number: | 1199741 | SUNNYSIDE FARMS |
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| | |
|-------------------------|--------------|
| ATTORNEY DOCKET NUMBER: | 67350.001043 |
|-------------------------|--------------|

| | |
|--------------------|-----------------|
| NAME OF SUBMITTER: | Edward T. White |
|--------------------|-----------------|

| | |
|------------|-------------------|
| Signature: | /Edward T. White/ |
|------------|-------------------|

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|-------|------------|
| Date: | 12/07/2007 |
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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 | |