

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
Next Door Operations, LLC		07/03/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	National City Business Credit, Inc., as Collateral Agent		
Street Address:	1965 East Sixth Street		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1566493	NEXT DOOR FOOD STORE	
CORRESPONDENCE DATA			
Fax Number:	(703)415-1557		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	703-415-1555		
Email:	mail@specializedpatent.com		
Correspondent Name:	Christopher E. Kondracki		
Address Line 1:	2001 Jefferson Davis, Hwy., Suite 1007		
Address Line 4:	Arlington, VIRGINIA 22202		
ATTORNEY DOCKET NUMBER:	8070801B		
NAME OF SUBMITTER:	Christopher E. Kondracki		
Signature:	/Christopher E. Kondracki/		
Date:	08/04/2008		

CH \$40.00 1566493

Total Attachments: 4

source=Next Door#page1.tif

source=Next Door#page2.tif

source=Next Door#page3.tif

source=Next Door#page4.tif

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

July 3, 2008

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, NEXT DOOR OPERATIONS, LLC, a Delaware corporation (the "Grantor") with principal offices at 6814 Hillside Court, Indianapolis, Indiana 46250, hereby grants to NATIONAL CITY BUSINESS CREDIT, INC., as Collateral Agent, an Ohio corporation with offices at 1965 East Sixth Street, Cleveland, Ohio 44114 (the "Grantee"), a continuing security interest in (i) all of the Grantor's right, title and interest in, to and under the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other pledgors from time to time party thereto and the Grantee, dated as of July 3, 2008 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement").

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date first written above.

NEXT DOOR OPERATIONS, LLC, as Grantor

By: Steven L. May
Name: Steven L. May
Title: CFO

NATIONAL CITY BUSINESS CREDIT, INC.,
as Collateral Agent and Grantee

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date first written above.

NEXT DOOR OPERATIONS, LLC, as Grantor

By: _____
Name:
Title:

NATIONAL CITY BUSINESS CREDIT, INC.,
as Collateral Agent and Grantee

By: Barbara Anderson
Name: Barbara Anderson
Title: Managing Director

SCHEDULE A

<u>MARK</u>	<u>REGISTRATION NUMBER/APPLICATION NUMBER</u>	<u>REGISTRATION DATE/APPLICATION DATE</u>
NEXT DOOR FOOD STORE	1,566,493	11/14/89

I-NY/2330822.1

RECORDED: 08/04/2008

**TRADEMARK
REEL: 003829 FRAME: 0040**