

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 Group Acquisition Company		03/26/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CapitalSource Finance LLC		
Street Address:	4445 Willard Avenue		
City:	Chevy Chase		
State/Country:	MARYLAND		
Postal Code:	20815-3692		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	2431510	LIKE NO OTHER MARKET	
Registration Number:	2375537	LIKE NO OTHER MARKET	
Registration Number:	3552603	FAIRWAY	
Registration Number:	3545835	FAIRWAY "LIKE NO OTHER MARKET"	
Registration Number:	3571345	LIKE NO OTHER MARKET	
Serial Number:	77172484	"LIKE NO OTHER MARKET" FAIRWAY NEW YORK	
Serial Number:	77172480	"LIKE NO OTHER MARKET" FAIRWAY NEW YORK	
Serial Number:	77172472	"LIKE NO OTHER MARKET" FAIRWAY NEW YORK	
Serial Number:	77172468	"LIKE NO OTHER MARKET" FAIRWAY NEW YORK	
Serial Number:	77135577	NEW YORK FAIRWAY	
Serial Number:	77135544	FAIRWAY OF NEW YORK	
Serial Number:	77135559	FAIRWAY NEW YORK	
Serial Number:	77338182	FAIRWAY CAFÉ & STEAKHOUSE	
Serial Number:	77338189	FAIRWAY CAFÉ	

OP \$490.00 2431510

Serial Number:	77338192	FAIRWAY "LIKE NO OTHER MARKET"
Serial Number:	77338193	FAIRWAY
Serial Number:	77339355	LIKE NO OTHER MARKET
Serial Number:	77339361	FAIRWAY "LIKE NO OTHER MARKET"
Serial Number:	77339365	FAIRWAY

CORRESPONDENCE DATA

Fax Number: (203)325-5001
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2033255061
Email: kdonohue@fdh.com
Correspondent Name: Kathleen Donohue, Finn Dixon & Herling
Address Line 1: 177 Broad Street
Address Line 4: Stamford, CONNECTICUT 06901

NAME OF SUBMITTER:	Kathleen Donohue
Signature:	/s/ Kathleen Donohue
Date:	04/01/2009

Total Attachments: 10
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**ACKNOWLEDGEMENT OF
INTELLECTUAL PROPERTY COLLATERAL LIEN**

This Acknowledgement of Intellectual Property Collateral Lien (this "Acknowledgement") is dated as of March 26, 2009, by Fairway Group Acquisition Company, a Delaware corporation (the "Grantor"), in favor of CapitalSource Finance LLC, a Delaware limited liability company, as agent for the Lenders under the Credit Agreement (in such capacity, "Secured Party").

WITNESSETH:

WHEREAS, pursuant to that certain Revolving Credit, Term Loan, Capex Line and Security Agreement dated as of January 18, 2007 among Fairway Group Holdings Corp., a Delaware corporation ("Holdings"), the Grantor, each of the other direct or indirect subsidiaries of Holdings signatory thereto (together with Holdings and the Grantor, each a "Borrower", and collectively the "Borrowers"), Secured Party and the Lenders (as the same exists as amended, and as may be further amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, the "Credit Agreement"), the Lenders have provided and have agreed to continue to provide Loans and other extensions of credit to the Borrowers upon the terms, and subject to the conditions, set forth therein;

WHEREAS, under the Credit Agreement, the Grantor granted to Secured Party, for itself and the benefit of the Lenders, certain liens on the Collateral to secure the Borrowers Obligations (as defined in the Credit Agreement); and

WHEREAS, pursuant to the terms of the Credit Agreement the Grantor is 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 continue to make Loans to the Borrowers thereunder, the 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. The 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 the Borrowers, hereby reaffirms its grant to Secured Party, for itself and the benefit of the Secured Parties, of a first priority 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 Secured Parties, and grants to Secured Party, for itself and the benefit of the Secured Parties, a lien on and security interest in all of its right, title and interest in, to and under the following Collateral of the 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 the Grantor against third parties for past, present or 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 the Grantor against third parties for past, present or 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 the 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 Secured Parties, pursuant to the Credit Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party and Secured Parties 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.

[Signature Pages Follow]

IN WITNESS WHEREOF, the 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 ACQUISITION COMPANY

By: 
Name: Herb Ruetzel
Title: Chief operating officer


[SIGNATURE PAGE TO FAIRWAY ACQUISITION ACKNOWLEDGEMENT OF
INTELLECTUAL PROPERTY COLLATERAL LIEN]

{00726126; 1309-4}

TRADEMARK
REEL: 003963 FRAME: 0748

ACCEPTED AND AGREED:

CAPITALSOURCE FINANCE LLC, as Secured Party

By: 
Name: _____
Title: Christopher J. Blagg
Authorized Signatory

[SIGNATURE PAGE TO FAIRWAY ACQUISITION ACKNOWLEDGEMENT OF
INTELLECTUAL PROPERTY COLLATERAL LIEN]

{00726126; 1309-4}

TRADEMARK
REEL: 003963 FRAME: 0749

SCHEDULE I
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
TRADEMARK REGISTRATIONS

A. REGISTERED TRADEMARKS

See Attached

B. TRADEMARK APPLICATIONS

See Attached


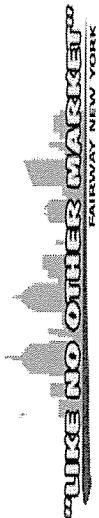
C. TRADEMARK LICENSES

None

A. REGISTERED TRADEMARKS			
Trademark	Registration Number	Registration Date	
LIKE NO OTHER MARKET	2431510	February 27, 2001	
LIKE NO OTHER MARKET	2375537	August 8, 2000	
FAIRWAY	3,552,603	2008-12-30	
FAIRWAY "Like No Other Market" FAIRWAY LIKE NO OTHER MARKET & Design	3545835	2008-12-16	
LIKE NO OTHER MARKET	3571345	November 27, 2007	

B. TRADEMARK APPLICATIONS			
Trademark	Application/Serial No.	Application Date	
"LIKE NO OTHER MARKET" FAIRWAY NEW YORK	77172484	May 3, 2007	
"LIKE NO OTHER MARKET" FAIRWAY NEW YORK	77172480	May 3, 2007	

TRADEMARK

	77172472	May 3, 2007
	77172468	May 3, 2007
NEW YORK FAIRWAY	77135577	March 20, 2007
FAIRWAY OF NEW YORK	77135544	March 20, 2007
FAIRWAY NEW YORK	77135559	March 20, 2007
FAIRWAY CAFÉ & STEAKHOUSE	77338182	November 27, 2007
FAIRWAY CAFÉ	77338189	November 27, 2007
FAIRWAY "Like No Other Market" FAIRWAY LIKE NO OTHER MARKET & Design	77338192	November 27, 2007
FAIRWAY	77338193	November 27, 2007
LIKE NO OTHER MARKET	77339355	November 28, 2007

TRADEMARK

REEL: 003963 FRAME: 0752

<p>FAIRWAY "Like No Other Market" FAIRWAY LIKE NO OTHER MARKET & Design</p>	<p>77339361</p>	<p>November 28, 2007</p>
<p>FAIRWAY</p>	<p>77339365</p>	<p>November 28, 2007</p>

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