

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
SPARTAN FOODS OF AMERICA, INC.		12/15/2009	CORPORATION: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	GOLUB CAPITAL MANAGEMENT LLC, AS ADMINISTRATIVE AGENT		
Street Address:	C/O GOLUB CAPITAL INCORPORATED- 551 MADISON AVENUE		
Internal Address:	6TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3619381	BRING HOME THE PIZZA THAT MADE THE MOVIE FAMOUS!	
Registration Number:	1968176	THE START OF SOMETHIN' GOOD!	
Registration Number:	1697843	MAMA MARY'S	
Serial Number:	77587088	A SLICE OF HEAVEN	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4688		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312)577-8416		
Email:	carole.dobbins@kattenlaw.com		
Correspondent Name:	Carole Dobbins c/o Katten Muchin		
Address Line 1:	525 W. Monroe St.		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	337968-00020		

CH \$115.00 3619381

NAME OF SUBMITTER:	Carole Dobbins
Signature:	/Carole Dobbins/
Date:	12/16/2009
Total Attachments: 6 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif source=Trademark Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 15, 2009, is between **SPARTAN FOODS OF AMERICA, INC.**, a South Carolina (the "Grantor"), and **GOLUB CAPITAL MANAGEMENT LLC**, a Delaware limited liability company, as administrative agent (in such capacity, the "Grantee"), for the benefit of itself and the other Secured Parties. Capitalized terms used but not otherwise defined in this Trademark Security Agreement shall have the meanings assigned to such terms in the Credit Agreement.

RECITALS

WHEREAS, Grantor owns the Trademarks, Trademark registrations, and Trademark applications listed on **Schedule 1** annexed hereto, and is a party to the Trademark licenses listed on **Schedule 2** annexed hereto; and

WHEREAS, Grantor has entered into that certain Credit Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Grantee, the other Loan Parties signatory thereto, the Lenders party thereto and GOLUB CAPITAL MANAGEMENT LLC, a Delaware limited liability company, as revolver agent, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Grantor, Grantee, and the other Persons party thereto as "Grantors" thereunder, Grantor has granted to Grantee for the benefit of itself and the other Secured Parties a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, Trademark registrations, Trademark applications and Trademark licenses, and all proceeds thereof, to secure the payment of the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application owned by Grantor, including, without limitation, the Trademarks, Trademark registrations and Trademark applications referred to in **Schedule 1** annexed hereto;
- (2) each Trademark license referred to in **Schedule 2** annexed hereto;

(3) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(4) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or impairment of any Trademark or Trademark registration owned by Grantor including, without limitation, the Trademarks and Trademark registrations referred to in **Schedule 1** annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred to in **Schedule 1** annexed hereto and the Trademarks licensed under any Trademark license referred to in **Schedule 2** annexed hereto.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

SPARTAN FOODS OF AMERICA,
INC., a Delaware ^{SC} Corporation
South Carolina

By: 

Name: Daniel L. DeSantis

Title: Chairman

Acknowledged:

GOLUB CAPITAL MANAGEMENT LLC,
a Delaware limited liability company, as Administrative Agent



By: _____

Name: Gregory W. Cashman

Title: Secretary

Schedule 1 to Trademark Security Agreement

U.S. TRADEMARK REGISTRATIONS / APPLICATIONS

Country	Mark	Reg. No. / (Application No.)	Reg. Date / (Filing Date)	Goods	Current Owner of Record	Recorded Security Interest?	Status
U.S.	CAMILLO'S	77/714,435	(04/15/09)	Pizza crusts	Spartan Foods of America, Inc.	None	Pending ; published for opposition purposes.
U.S.	PIZZA-DILLAS	77/182,109	(05/16/07)	Folded Pizzas	Spartan Foods of America, Inc.	Security interest in favor of Harbinger Mezzanine Partners, Inc. rec. 01/02/08	Pending; notice of allowance issued; statement of use or 4th extension due 1/29/2010.
U.S.	DABERTO'S	77/605,881	(11/03/08)	Pizza crusts	Spartan Foods of America, Inc.	None	Pending; notice of allowance issued.
U.S.	A SLICE OF HEAVEN	77/587,088	(10/07/08)	Pizza	Spartan Foods of America, Inc.	None	Application suspended pending the disposition of App. Serial No. 77/538,486 (approved; opposition period open until 11/26/2009).
U.S.	PANCAKE FINGERS	77/510,088	(06/27/08)	Pancakes	Spartan Foods of America, Inc.	None	Pending; final rejection for descriptiveness; response to final office action due 12/27/2009.
U.S.	BRING HOME THE PIZZA THAT MADE THE MOVIES FAMOUS!	3,619,381	05/12/09	Pizza	Spartan Foods of America, Inc.	None	Registered; affidavit of use due 5/12/2013.
U.S.	THE START OF SOMETHIN' GOOD!	1,968,176	04/16/1996	Pizza crusts	Spartan Foods of America, Inc.	Security interest in favor of Harbinger Mezzanine Partners, Inc. rec. 04/21/05	Registered; renewal due 04/16/2016.
U.S.	MAMA MARY'S & Design 	1,697,843	06/30/1992	Pizza crusts	Spartan Foods of America, Inc.	Security interest in favor of Harbinger Mezzanine Partners, Inc. rec. 04/21/05	Registered; renewal due 6/30/2012.
CA	MAMA MARY'S & Design 	TMA 427,153 (690,803)	05/13/1994	Pizza crusts	Spartan Foods of America, Inc.		Registered; renewal due 05/13/2024.

FOREIGN TRADEMARK REGISTRATIONS / APPLICATIONS


None.

Schedule 2 to Trademark Security Agreement

TRADEMARK LICENSES

1. Amended and Restated Trademark and Service Mark License Agreement, dated December 17, 2007, between Christos Zelepos and Spartan Foods of America, Inc.
2. Good Housekeeping Seal Licensing Agreement, dated July 1, 2009, between Good Housekeeping and Spartan Foods of America, Inc.
3. Football Helmet Pizza License Agreement, dated July 1, 2009, between Myrna Rae, LLC and Spartan Foods of America, Inc.

Pursuant to the foregoing agreements, the following trademarks are licensed to Spartan Foods of America, Inc.:

Country	Mark	Reg. No. / (Serial No.)	Goods	Licensor
U.S.	MYSTIC PIZZA	1,551,426	Pizza carry out and restaurant services	Chris Zelepos
U.S.	MYSTIC PIZZA	2,712,641	Pizzas and calzones	Chris Zelepos
U.S.	MYSTIC PIZZA	2,654,060	Magnets	Chris Zelepos
U.S.	MYSTIC <i>Pizza</i>	2,654,061	Aprons, caps, shirts and sweatshirts	Chris Zelepos
U.S.	MYSTIC <i>Pizza</i>	2,654,062	Matches	Chris Zelepos
U.S.	 GOOD HOUSE-KEEPING SEAL OF APPROVAL	--	Certification mark for use in this case with Mama Mary's Gourmet Pizza products	Hearst Magazines
US	MYRNA RAE'S TAILGATE PARTY PIZZAS	No trademark registration; licensor has copyright registration and design patent #D535157 on football shaped containers	Pizza crust and topped pizza	Myrna Rae LLC