

Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/2)

02-23-2010

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

2/16/10



103589678

To the Director of the U. S. Patent

Documents or the new address(es) below.

1. Name of conveying party(ies):

The Grove, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Louisiana
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) 7-10-06

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Fifth Third Bank

Internal

Address:

Street Address: 900 S. Waukegan Rd.

City:

State: Lake Forest, IL

Country: Zip: 60045

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other

Citizenship Michigan
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See Attached

B. Trademark Registration No. (s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Margaret McGlynn

Internal Address:

Street Address: 500 Skokie Blvd., Suite 650

City: Northbrook

State: Zip: 60062

Phone Number: 847-509-7700

Fax Number: 847-849-5696

Email Address: mmcglynn@lgclaw.com

6. Total number of applications and registrations involved:

19

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$490.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number

Authorized User Name

9. Signature:

Margaret M. McGlynn

Signature

1-18-2010

Date

Margaret M. McGlynn

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:




8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1460







01/22/2010 00000002 0 8522 \$450.00 01/21/2010 CK

Schedule A



GROVE Trademark Schedule

Mark	Registration No./ Serial No.	Registration Date/ Filing Date	Last Listed Owner
	2,708,948	4/22/2003	The Grove Inc.
GROVE JR. SNACKS	2,731,544	7/01/2003	The Grove Inc,
GROVE JR. SNACKS	2,731,545	7/01/2003	The Grove Inc.
GROVE JR. SNACKS	2,731,546	7/01/2003	The Grove Inc.
SOME LIKE IT HOT	2,817,451	2/24/2004	The Grove, Inc.
BRRRICANE	2,887,788	9/21/2004	Star Foods, Inc.
	3,167,030	11/07/2006	The Grove Inc.
HAVE FUN. LIVE LIFE. EAT RIGHT.	3,251,624	6/12/2007	The Grove, Inc.
	3,393,777	3/11/2008	The Grove, Inc.

GROVE Trademark Schedule

Mark	Registration No./ Serial No.	Registration Date/ Filing Date	Last Listed Owner
	3,494,350	9/02/2008	The Grove, Inc.
	77/886,210	12/4/2009	The Grove, Inc.
	77/889,586	12/9/2009	The Grove, Inc.
	77/889,606	12/9/2009	The Grove, Inc.
	77/889,626	12/9/2009	The Grove, Inc.
	77/886,460	12/4/2009	The Grove, Inc.

GROVE Trademark Schedule

Mark	Registration No./ Serial No.	Registration Date/ Filing Date	Last Listed Owner
	77/889,541	12/9/2009	The Grove, Inc.
HAVE FUN. LIVE LIFE. EAT RIGHT!	77/886,250	12/4/2009	The Grove, Inc.
HAVE FUN. LIVE LIFE. EAT RIGHT!	77/886,377	12/4/2009	The Grove, Inc.
	Common Law	Date of First Use -- August 3, 2006 for "dried fruit, processed nuts, candied fruits" in Class 29; "frozen yogurt, pretzels, snack mix consisting primarily of crackers and pretzels, gummy candy, chocolate covered nuts, candy" in Class 30; and "retail store outlets featuring natural food snacks; on-line store services featuring natural snacks" in Class 35.	The Grove, Inc.

Execution Copy

**FIRST AMENDMENT TO
TRADEMARK SECURITY AGREEMENT**

This First Amendment to Trademark Security Agreement is entered into as of December 9, 2009 by and between The Grove, Inc., a Louisiana corporation (the "**Debtor**") and Fifth Third Bank, an Ohio banking corporation, successor by merger with Fifth Third Bank, a bank chartered in the State of Michigan (the "**Secured Party**").

WHEREAS, on or about July 10, 2006, the parties hereto entered into that certain Trademark Security Agreement ("**Original Trademark "Agreement"**");

WHEREAS, the Original Trademark Agreement was entered into in connection with certain loan facilities being extended by the Secured Party and the Debtor, among others;

WHEREAS, the Debtor has requested that Secured Party extend and modify the loan facilities previously extended by the Secured Party, for which the Original Trademark Agreement acts as security therefore, as set forth in that certain Third Amended Loan and Security Agreement of even date herewith ("**Third Restated Loan Agreement**");

WHEREAS, since the date of the Original Trademark Agreement, the Debtor has been issued additional registered trademarks from the United States Patent and Trademark Office and various states, which have been pledged to Secured Party, pursuant to the Original Trademark Agreement;

WHEREAS, the parties desire to amend the Original Trademark Agreement and to update the schedule of trademarks attached thereto, as more fully set forth below.

NOW THEREFORE, in consideration of (i) the foregoing recitals, which are incorporated herein by reference, (ii) the extension of additional loan facilities by Secured Party to Debtor as evidenced by the Third Restated Loan Agreement, and (iii) other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree to amend the Original Trademark Agreement, as follows:

1. The definition of the "Loan Agreement" set forth in Paragraph 1(b) of the Original Trademark Agreement is hereby amended and restated in its entirety, as follows:

"**Loan Agreement**" means the Loan and Security Agreement executed by Debtor and Secured Party, as most recently amended by that certain Third Amended and Restated Loan and Security Agreement of even date herewith, as same may be subsequently amended, modified, restated or replaced.

2. Paragraph 1(b) of the Original Trademark Agreement is further amended by the addition of the following definition:

"**Other Agreements**" shall have the meaning ascribed to such term in the Loan Agreement.

Execution Copy

- 3. Schedule A to the Original Trademark Agreement is hereby amended and restated in its entirety in the form attached hereto.
- 4. Debtor hereby represents and warrants to Secured Party that set forth on Schedule A attached hereto is a true, accurate and complete list of all currently existing (i) issued federal and state trademarks and service marks held by Debtor on the date hereof; and (ii) all of Debtor's currently pending applications for federal and state trademarks and service marks.
- 5. Except as modified hereby, the terms and provisions of the Original Trademark Agreement are hereby ratified and affirmed.

In witness whereof, the parties hereto have executed this Amendment to Trademark Security Agreement as of the date first above appearing.

The Grove, Inc.

Fifth Third Bank

By: Michelle Dukler
Michelle Dukler, President

By: _____
James Hartshorn, vice President

Execution Copy

(Signature Page to First Amended Trademark Security Agreement)

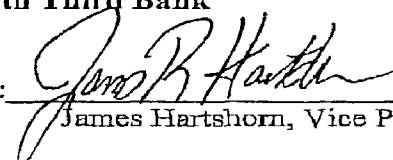
- 3. Schedule A to the Original Trademark Agreement is hereby amended and restated in its entirety in the form attached hereto.
- 4. Debtor hereby represents and warrants to Secured Party that set forth on Schedule A attached hereto is a true, accurate and complete list of all currently existing (i) issued federal and state trademarks and service marks held by Debtor on the date hereof; and (ii) all of Debtor's currently pending applications for federal and state trademarks and service marks.
- 5. Except as modified hereby, the terms and provisions of the Original Trademark Agreement are hereby ratified and affirmed.

In witness whereof, the parties hereto have executed this Amendment to Trademark Security Agreement as of the date first above appearing.

The Grove, Inc.




Fifth Third Bank

By: _____
Michelle Dukler, President

By: 
James Hartshorn, Vice President







Schedule A

GROVE Trademark Schedule



Mark	Registration No./ Serial No.	Registration Date/ Filing Date	Last Listed Owner
	2,708,948	4/22/2003	The Grove Inc.
GROVE JR. SNACKS	2,731,544	7/01/2003	The Grove Inc,
GROVE JR. SNACKS	2,731,545	7/01/2003	The Grove Inc.
GROVE JR. SNACKS	2,731,546	7/01/2003	The Grove Inc.
SOME LIKE IT HOT	2,817,451	2/24/2004	The Grove, Inc.
BRRRICANE	2,887,788	9/21/2004	Star Foods, Inc.
	3,167,030	11/07/2006	The Grove Inc.
HAVE FUN. LIVE LIFE. EAT RIGHT.	3,251,624	6/12/2007	The Grove, Inc.
	3,393,777	3/11/2008	The Grove, Inc.

DC-1393190 v1

GROVE Trademark Schedule

Mark	Registration No./ Serial No.	Registration Date/ Filing Date	Last Listed Owner
	3,494,350	9/02/2008	The Grove, Inc.
	77/886,210	12/4/2009	The Grove, Inc.
	77/889,586	12/9/2009	The Grove, Inc.
	77/889,606	12/9/2009	The Grove, Inc.
	77/889,626	12/9/2009	The Grove, Inc.
	77/886,460	12/4/2009	The Grove, Inc.

GROVE Trademark Schedule

Mark	Registration No./ Serial No.	Registration Date/ Filing Date	Last Listed Owner
	77/889,541	12/9/2009	The Grove, Inc.
HAVE FUN. LIVE LIFE. EAT RIGHT!	77/886,250	12/4/2009	The Grove, Inc.
HAVE FUN. LIVE LIFE. EAT RIGHT!	77/886,377	12/4/2009	The Grove, Inc.
	Common Law	Date of First Use – August 3, 2006 for “dried fruit, processed nuts, candied fruits” in Class 29; “frozen yogurt, pretzels, snack mix consisting primarily of crackers and pretzels, gummy candy, chocolate covered nuts, candy” in Class 30; and “retail store outlets featuring natural food snacks; on-line store services featuring natural snacks” in Class 35.	The Grove, Inc.