TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pikes Peak Direct Marketing, Inc.		02/24/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	2 N. Lake Avenue, Suite 440
City:	Pasadena
State/Country:	CALIFORNIA
Postal Code:	91101
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	1277563	THE CHEF'S CATALOG
Registration Number:	3303245	THE BEST KITCHEN STARTS HERE
Registration Number:	2314725	CHEF'S
Registration Number:	2316722	CHEF'S CATALOG
Serial Number:	76657652	CHEFS
Serial Number:	76676592	CHEFS SWEETS
Serial Number:	76685191	CHEFS GIFTS
Serial Number:	76676995	CHEFS WHITES
Serial Number:	76676595	CHEFS COLORS
Serial Number:	76672433	CHEFS WHITES
Serial Number:	76676594	CHEFS PROVISIONS
Serial Number:	76676597	CHEFS ESSENTIALS

CH $315.00 1277563

CORRESPONDENCE DATA

Fax Number:	(866)459-2899

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone:	310-315-8200
Email:	john.flynn@federalresearch.com
Correspondent Name:	McGuireWoods LLP
Address Line 1:	1800 Century Park East, 8th Floor
Address Line 2:	Attn: Kirt Peterson, Esq.
Address Line 4:	Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	451651
NAME OF SUBMITTER:	John Flynn
Signature:	/JF/
Date:	03/05/2010

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "**Trademark Security Agreement**") is made as of this 24th day of February, 2010, between the Grantor signatory hereto ("**Grantor**") and PNC BANK, NATIONAL ASSOCIATION, in its capacity as administrative agent for the Lenders (together with its successors and assigns in such capacity, "**Agent**").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Revolving Credit and Security Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "**Credit Agreement**") by and among Grantor, as Borrower (together with any additional borrowers that may hereafter become a party thereto, "**Borrowers**"), the financial institutions party thereto from time to time (collectively, "**Lenders**") and Agent, Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Agent, for the benefit of Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the benefit of Lenders, as security for the Obligations, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Trademark Collateral**"):

(a) all of such Grantor's trademarks, trademark applications, licenses, service marks, trade names, and associated goodwill (collectively, "**Trademarks**"), and licenses for any of the foregoing ("**Licenses**"), including, without limitation, those registered trademarks and applications for such registration referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

Notwithstanding the foregoing, the Trademark Collateral shall not include, and Grantor shall be deemed not to have granted a security interest in, such items excluded from the Collateral, as specified in the Credit Agreement.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security

Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor, to Agent, Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of Lenders, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark 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. In the event of any conflict between this Trademark Security Agreement and the Credit Agreement, the Credit Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks to the extent they constitute Collateral, this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new Trademarks or Licenses for Trademarks. Without limiting Grantor's obligations under this Section 5 or the Credit Agreement, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new registered Trademarks or applications for registration of Trademarks of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

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

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

GRANTOR:

PIKES PEAK DIRECT MARKETING INC.,
a Delaware corporation

By: _____
Name: James F. Gaston
Title: Chief Financial Officer and
Chief Operating Officer

ACCEPTED AND
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: _____
Name: Steve C. Roberts
Title: Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

(see attached)

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PIKES PEAK DIRECT MARKETING

Summary of Trademarks and Status as of February 19, 2010

Mark H&H Ref. No.	Serial & Reg. No.	Status
THE CHEF'S CATALOG Pikes Peak Direct Marketing, Inc. 53622.0003	73/206,464 Filed 03-08-1979 1,277,563 Registered 05-08-1984	
THE BEST KITCHEN STARTS HERE Pikes Peak Direct Marketing, Inc. 53622.0008	76/659,032 Filed 04-25-2006 3,303,245 Registered 10-02-2007	
CHEFS 53622.0004	76/657,652 Filed 03-30-2006	Notice of Allowance: 10-06-2009 Notice of Revival: 08-21-09 COMPLETE (JDV/Career Education Corporation opposition) Opposition instituted for Proceeding 01-17-2008
CHEFS SWEETS 53622.0016	76/676,592 Filed 05-09-2007	ABANDONED 05-07-2008
CHEFS GIFTS 53622.0018	76/685,191 Filed 12-26-2007	
CHEFS WHITES 53622.0009	76/676,995 Filed 05-17-2007	

TRADEMARK
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CHEFS COLORS 53622.0010	76/676,595 Filed 05-09-2007	ABANDONED 06-19-2008
CHEFS WHITES 53622.0014	76/672,433 Filed 02-08-2007	ABANDONED 01-08-2008
CHEFS PROVISIONS Pikes Peak Direct Marketing, Inc. 53622.0015	76/676,594 Filed 05-09-2007	ABANDONED 07-27-09
CHEFS ESSENTIALS Pikes Peak Direct Marketing, Inc. 53622.0013	76/676,597 Filed 05-09-2007	ABANDONED 07-27-09
CHEF'S Pikes Peak Direct Marketing, Inc. 53622.0001	75/668,866 Filed 03-26-1999 2,314,725 Registered 02-01-2000	CANCELLED
CHEF'S CATALOG Pikes Peak Direct Marketing, Inc. 53622.0002	75/661,211 Filed 03-16-1999 2,316,722 Registered 02-08-2000	CANCELLED

Chefs - Attachment to Trademark Agreement(709202_1_SD).DOC

RECORDED: 03/05/2010
TRADEMARK
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