

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
Longo Brothers Fruit Markets Inc.		07/26/2010	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	Canadian Imperial Bank of Commerce
Street Address:	199 Bay Street
Internal Address:	11th Floor
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5L 1A2
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2839402	YOU GROCERY SHOP ONLINE. WE DELIVER. NOW THIS IS PROGRESS.

CORRESPONDENCE DATA

Fax Number: (248)566-8407
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 248-566-8406
 Email: akramer@honigman.com
 Correspondent Name: Anessa Owen Kramer
 Address Line 1: 38500 Woodward Avenue
 Address Line 2: Suite 100
 Address Line 4: Bloomfield Hills, MICHIGAN 48304

ATTORNEY DOCKET NUMBER: GOWLINGS CIBC

DOMESTIC REPRESENTATIVE

Name:

900167917

**TRADEMARK
 REEL: 004248 FRAME: 0897**

CH \$40.00 2839402

Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Anessa Owen Kramer

Signature:

/anessa kramer/

Date:

07/27/2010

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AGREEMENT effective as of July 26, 2010 is made by **LONGO BROTHERS FRUIT MARKETS INC.** (together with its successors and permitted assigns, the "**Grantor**") in favour of **CANADIAN IMPERIAL BANK OF COMMERCE** together with its successors and assigns, the "**Lender**").

WHEREAS the Grantor has executed and delivered to the Lender a general security agreement dated as of July 26, 2010 (as amended, restated, supplemented, modified or replaced from time to time, the "**Security Agreement**") as continuing collateral security for all present and future indebtedness, liabilities and obligations of every nature or kind and whether direct or indirect of the Grantor to the Lender (the "**Obligations**").

AND WHEREAS as general and continuing collateral security for the payment and fulfillment of the Obligations, the Grantor has agreed, *inter alia*, to grant, charge and pledge to the Lender a security interest in the Intellectual Property (as defined below).

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Grantor, the Grantor agrees and covenants with the Lender as follows:

- I. **Grant of Security Interest.** As general and continuing collateral security for the prompt and complete payment and performance of the Obligations, the Grantor hereby grants to the Lender a security interest in all of the Grantor's intellectual property (collectively the "**Intellectual Property**") including, without limitation, the following:
 - (a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter acquired or held including, without limitation, those set forth in Schedule "A" attached hereto (collectively, the "**Copyrights**");
 - (b) Any and all confidential, proprietary, and/or trade secret information now or hereafter acquired or held, including without limitation, plans, data, prototypes, manuals, documents, technical information, non-public information regarding patents, or patentable subject matter, research results, and strategies and tactics for researching;
 - (c) Any and all property rights in all computer programs and databases and portions of each of the foregoing owned by the Grantor, in whatever form and on whatever medium those programs or databases are expressed, fixed, embodied or stored from time to time (collectively the "**Software**"), including any copyright in such Software, including, without limitation, any such copyright set forth on Schedule "A" attached hereto, and both the object code and the source code versions of each such program and portions thereof and all corrections, updates, enhancements, translations, modifications, adaptations and new versions thereof together with both the media upon or in which such programs, databases and portions thereof are expressed, fixed, embodied or stored (such as disks, diskettes, tapes and semiconductor chips) and all flow charts, manuals, instructions, documentation and other material relating thereto;
 - (d) Any and all right, title, and interest to patents, patent applications, and including, without limitation, the patents and patent applications listed in Schedule "B" attached hereto, and like protections, including, without limitation, improvements, divisions, continuations,

renewals, reissues, extensions and continuations-in-part thereof, such rights including, without limitation, any and all priority rights deriving therefrom, and any and all right, title, and interest to the inventions described in the patents or patent applications listed in Schedule "B" attached hereto (collectively, the "**Patents**");

- (e) Any and all trademark and service mark rights, slogans, trade dress, tradenames and internet domain names, registered or not, applications to register and registrations of the same and like protections (excluding any intent to use filings) now or hereafter acquired or held, and the entire goodwill of the business of the Grantor associated therewith including, without limitation, those listed in Schedule "C" attached hereto (collectively the "**Trademarks**");
- (f) Any and all industrial design rights now or hereafter acquired or held including, without limitation, the registrations and applications listed in Schedule "B" attached hereto (collectively, the "**Designs**");
- (g) All licenses or other rights to use any of the Copyrights, Patents, Software, Designs, Trademarks, trade secrets, and all license fees and royalties due and/or payable to the Grantor arising from such use, to the extent permitted by such license or rights including, without limitation, those material licenses listed in Schedule "D" attached hereto;
- (h) Any and all claims for damages or compensation for past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the Intellectual Property identified above;
- (i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents or Designs; and
- (j) All proceeds from disposition of the foregoing including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. **Limitation on Grant of Security; Exception Regarding Last Day.** If the grant of any Security Interest in any Intellectual Property under Section 1 would result in the termination or breach of the governing agreement relating to such Intellectual Property, then the applicable Intellectual Property will not be subject to any Security Interest under Section 1 but will be held in trust by the Grantor for the benefit of the Lender. The last day of the term of each license granted to the Grantor pursuant to any license agreement shall be excepted from this Agreement and shall not form part of the Intellectual Property. The Grantor shall stand possessed of that day in trust to assign and dispose of it as the Lender directs.

3. **License Agreements.** The Security Interest granted hereunder shall not extend or apply to any right, title or interest of the Grantor under any present or future license agreements pursuant to which the Grantor is a licensee, to the extent such license agreements prohibit such a Security Interest from being granted without the consent or approval of another person as specified in such agreement and the Security Interest or assignment granted hereunder shall only apply upon such consent or approval being obtained, but the Grantor shall hold its interest therein in trust for the benefit of the Lender and shall grant a Security Interest to the Lender forthwith upon obtaining the consent of the other party thereto.

4. **Additional Security.** The security in respect of the Intellectual Property provided for hereunder is in addition to and not in substitution for any other security now or hereafter held by the Lender in relation to the Obligations.
5. **Authorization and Request.** This Agreement has been executed and delivered by the Grantor for the purpose of recording the Security Interest of the Lender in the Intellectual Property with a register (a "Register") maintained under the legislative or regulatory authority of a nation, country, state, municipality or other political subdivision, or with a register maintained by an authority established pursuant to a treaty, wherein the purpose of the register is to maintain records of documents received by the authority and relating to Intellectual Property registrations or applications for Intellectual Property registration. The Grantor authorizes and requests that the Lender record this Agreement or notice thereof on the Register.
6. **Registration of Agreement.** The Grantor hereby acknowledges that the Lender may register a copy of this Agreement or notice thereof. The Grantor shall cooperate with and assist the Lender, as requested by the Lender, with respect to any registrations or notice registrations of or relating to this Agreement which the Lender deems appropriate.
7. **Amendments.** This Agreement may not be amended unless the prior written consent of the Lender has been obtained.
8. **Electronic Transmission.** This Agreement, to the extent signed and delivered by means of electronic transmission (including facsimile and Internet transmissions), shall be treated in all manner and respects as an original agreement and should be considered to have the same binding legal effect as if it were the original signed version thereof delivered in Person.
9. **Governing Law; Attornment.** This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
10. **Incorporation by Reference; Conflict.** The Security Interests created pursuant to this Agreement have been granted in conjunction with the Security Interests granted by the Grantor to the Lender under the Security Agreement. The rights and remedies of the Lender with respect to the Security Interests created pursuant to this Agreement are without prejudice to, and are in addition to, those rights and remedies set forth in the Security Agreement. All of the Lender's rights and remedies with respect to the Intellectual Property shall be cumulative. All terms and provisions of the Security Agreement as they relate to the Intellectual Property are herein incorporated by reference. In the event that there is any conflict or inconsistency between the provisions contained in this Agreement and the provisions contained in the Security Agreement, then the provisions of the Security Agreement shall have priority over and shall govern to the extent of such conflict or inconsistency.

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IN WITNESS WHEREOF the Grantor has executed this Agreement as of the day and year first written above.

**LONGO BROTHERS FRUIT MARKETS
INC.**

Per:



Name: Anthony Longo
Title: President and CEO

Name:
Title:

SCHEDULE "A"

COPYRIGHTS

Nil

SCHEDULE "B"
PATENTS & DESIGNS

Nil

SCHEDULE "C"

TRADEMARKS

LONGO BROTHERS FRUIT MARKETS INC.

TRADE-MARK STATUS CHART (CANADA)

APPLICATION NO. / SERIAL NO.	REGISTRATION NO.	TITLE	STATUS	MT File No.
1. 1467072	Pending	LONGO'S A FRESH TRADITION	ADVERTISED	070725.0089
2. 1484163	Pending	LONGO BROS. SIGNATURE & DESIGN	FORMALIZED	070725.0095
3. 1484162	Pending	LONGO'S BAMBINO	FORMALIZED	070725.0094
4. 1484087	Pending	LONGO'S DESIGN	FORMALIZED	070725.0096
5. 1371177	TMA745270	LONGO'S BYE BYE SUGAR	REGISTERED	070725.0048
6. 1119182	TMA588474	LONGO'S PEEL TO REVEAL & DESIGN	REGISTERED	070725.0008
7. 1067469	TMA613648	SMART BUY	REGISTERED	070725.0008
8. 1028768	TMA546845	GROGATE.COM	REGISTERED	070725.0015
9. 0859377	TMA512697	LONGO'S KITCHEN & DESIGN	REGISTERED	070725.0008
10. 0775683	TMA489403	LONGO'S ULTIMATE BEEF BURGERS & DESIGN	REGISTERED	070725.0008
11. 0692801	TMA406530	LONGO'S OWN & DESIGN	REGISTERED	070725.0008
12. 1482546	Pending	FRESH MEALS, MADE EASY	FORMALIZED	070725.0086

APPLICATION NO. / SERIAL NO.	REGISTRATION NO.	TITLE	STATUS	MT File No.
13.	1388401	Pending LONGO'S CONSISTENT LOW PRICES	ALLOWED	070725.0063
14.	1301723	TMA686522 THE MARKET BY LONGO'S	REGISTERED	070725.0033
15.	1023970	TMA547195 GROCERYGATEWAY.COM	REGISTERED	070725.0015
16.	1015173	TMA540698 FRESHNESS TO GO	REGISTERED	070725.0008
17.	0893487	TMA530663 LONGO'S HARVEST ORGANIC, NATURAL & WHOLE FOODS & DESIGN	REGISTERED	070725.0008
18.	0691505	TMA419754 LONGO'S OWN	REGISTERED	070725.0008
19.	1388393	Pending CONSISTENT LOW PRICES	ALLOWED	070725.0061
20.	1366066	Pending LONGO'S LISTENS	ALLOWED	070725.0041
21.	1302060	TMA702483 MULTISAVE 123 & DESIGN	REGISTERED	070725.0032
22.	1040675	TMA576999 MULTISAVE	REGISTERED	070725.0008
23.	0758032	TMA447758 THERE'S NO SHORTCUT TO FRESHNESS TAKE THE LONGO WAY HOME	REGISTERED	070725.0008
24.	0746473	TMA447664 LONGO'S SMART BUY! APPROVED & DESIGN	REGISTERED	070725.0008
25.	1371178	TMA753456 LONGO'S FAMILY FAVOURITES	REGISTERED	070725.0044
26.	1371175	TMA752693 LONGO'S ORGANIC GOODNESS	REGISTERED	070725.0046
27.	1097463	TMA594657 LONGO'S SAVE & DESIGN	REGISTERED	070725.0008
28.	1023971	TMA547250 GROCERY GATEWAY Design	REGISTERED	070725.0015
29.	1016150	TMA540700 FRESHNESS TO GO &	REGISTERED	070725.0008

APPLICATION NO. / SERIAL NO.	REGISTRATION NO.	TITLE	STATUS	MT File No.
		DESIGN		
30.	0893488	TMA526943 LONGO'S HARVEST ORGANIC, NATURAL & WHOLE FOODS & FARMER DESIGN	REGISTERED	070725.0008
31.	1060340	TMA561803 YOU GROCERY SHOP ONLINE. WE DELIVER. NOW THIS IS PROGRESS.	REGISTERED	070725.0015
32.	1455194	Pending LONGO'S THANK YOU REWARDS	ADVERTISED	070725.0084
33.	1044521	TMA551747 EXPERIENCE THE LONGO WAY	REGISTERED	070725.0008
34.	1023969	TMA541993 GROCERY GATEWAY	REGISTERED	070725.0015
35.	1371176	TMA753457 LONGO'S HOLD THE SALT	REGISTERED	070725.0047
36.	1286099	TMA701509 WHY NOT TRY?	REGISTERED	070725.0030
37.	1060338	TMA561804 VAN & Design	REGISTERED	070725.0015
38.	1044522	TMA583016 FROM OUR FAMILY TO YOURS	REGISTERED	070725.0008
39.	1397312	Pending LONGO'S THANK YOU CARD	ALLOWED	070725.0067
40.	1371174	TMA743830 LONGO'S SWEET TREATS	REGISTERED	070725.0045
41.	1361708	TMA754584 AROMATÉ Café & Design	REGISTERED	070725.0050
42.	1283005	TMA690327 LOW PRICE ALERT	REGISTERED	070725.0029
43.	1277366	TMA678979 LONGO'S ADVENTURES IN FOOD	REGISTERED	070725.0023
44.	1274137	Pending LONGO'S REWARDS	ABANDONED	070725.0019

	APPLICATION NO. / SERIAL NO.	REGISTRATION NO.	TITLE	STATUS	MT File No.
45.	1084443	TMA596245	YOU SHOP ONLINE. WE DELIVER. NOW THIS IS PROGRESS.	REGISTERED	070725.0015
46.	1032711	TMA552450	FROM OUR FAMILY TO YOUR FAMILY	REGISTERED	070725.0008
47.	1028442	TMA543811	GROGATE	REGISTERED	070725.0015
48.	1237374	TMA671190	LONGO'S EXPERIENCE	REGISTERED	070725.0008

LONGO BROTHERS FRUIT MARKETS INC.

TRADE-MARK STATUS CHART (UNITED STATES OF AMERICA)

	APPLICATION NO. / SERIAL NO.	REGISTRATION NO.	TITLE	STATUS	MT File No.
1.	76/170687	2839402	YOU GROCERY SHOP ONLINE. WE DELIVER. NOW THIS IS PROGRESS.	REGISTERED	070725.0015

SCHEDULE "D"
LICENSES GRANTED

Nil

TOR_LAW\742321\3