

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Market Day Corporation		09/20/2010	CORPORATION: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GE Business Financial Services Inc. (formerly known as Merrill Lynch Business Financial Services Inc.), as Administrative Agent		
<b>Street Address:</b>	500 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77794463	TASTE OF MARKET DAY	
<b>Registration Number:</b>	3618985	MARKET DAY DIRECT	
<b>Registration Number:</b>	3618788	MARKET DAY NATURALS	
<b>Registration Number:</b>	3622200	TASTE FOR HEALTH	
<b>Registration Number:</b>	3606800	A FUNDRAISER LIKE NO OTHER	
<b>Registration Number:</b>	3246789	A LITTLE ZING	
<b>Registration Number:</b>	3132813	GIVE 'EM GARLIC	
<b>Registration Number:</b>	3129796	I WANT S'MORES!	
<b>Registration Number:</b>	3179950	LEMON INDULGENCE	
<b>Registration Number:</b>	3001014	MARKET DAY DIRECT SHIP ANYWHERE IN THE U.S.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)577-8816		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			

**CH \$265.00 77794463**

Phone: 312.577.8034  
Email: oscar.ruiz@kattenlaw.com  
Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman  
Address Line 1: 525 West Monroe Street  
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	332659-12
NAME OF SUBMITTER:	Oscar Ruiz
Signature:	/Oscar Ruiz/
Date:	09/20/2010

Total Attachments: 4  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 20<sup>th</sup> day of September, 2010 by MARKET DAY CORPORATION, an Illinois corporation ("Grantor") in favor of GE Business Financial Services Inc. (formerly known as Merrill Lynch Business Financial Services Inc.), in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

### W I T N E S S E T H

WHEREAS, Grantor and Grantee are parties to a certain Credit Agreement dated as of April 15, 2005 (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Lenders;

WHEREAS, pursuant to the terms of a certain Security Agreement dated as of April 15, 2005 between Grantor and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

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

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**MARKET DAY CORPORATION**, an Illinois corporation

By: *Ashley G. Medio*  
Name: Ashley G. Medio  
Its: Duly Authorized Signatory

Agreed and Accepted  
As of the Date First Written Above

**GE BUSINESS FINANCIAL SERVICES INC.**  
(formerly known as Merrill Lynch Business Financial  
Services Inc.), as Administrative Agent

By: Ashley G. Medio  
Name: Ashley G. Medio  
Its: Duty Authorized Signatory

**SCHEDULE 1**  
**to Trademark Security Agreement**

**Trademark Registrations and Applications**

Title	Application Number	Application Date	Registration Number	Registration Date
TASTE OF MARKET DAY	77794463	7/31/09	N/A	N/A
MARKET DAY DIRECT	77579523	9/26/08	3618985	5/12/09
MARKET DAY NATURALS	77556255	8/26/08	3618788	5/12/09
TASTE FOR HEALTH	77556259	8/26/08	3622200	5/19/09
A FUNDRAISER LIKE NO OTHER	77254915	8/14/07	3606800	4/14/09
A LITTLE ZING	78824170	2/27/06	3246789	5/29/07
GIVE 'EM GARLIC	78712673	9/14/05	3132813	8/22/06
I WANT S'MORES	78712661	9/14/05	3129796	8/15/06
LEMON INDULGENCE	78682623	8/1/05	3179950	12/5/06
MARKET DAY DIRECT SHIP ANYWHERE IN THE U.S. & Design	78358520	1/28/04	3001014	7/5/05

Trademark Security Agreement