

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
NOCO Energy Corp.		12/03/2010	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	10 South Dearborn
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3152346	NICKEL CITY ROAST
Registration Number:	3844473	NOCO FRIENDS & FAMILY CLUB
Registration Number:	3828180	FILLUP T. FROG
Registration Number:	3844382	NOCO
Registration Number:	3387070	NICKEL CITY MARKET CAFE
Registration Number:	2076827	NOCO
Registration Number:	1946615	NOCO
Registration Number:	1792948	NOCO EXPRESS SHOP

CORRESPONDENCE DATA

Fax Number: (214)981-3400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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900177871

**TRADEMARK
 REEL: 004424 FRAME: 0766**

CH \$215.00 3152346

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ATTORNEY DOCKET NUMBER:	36084-37510
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	12/03/2010

Total Attachments: 4
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CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of December 3, 2010 by and from NOCO ENERGY CORP., a New York corporation ("Grantor") to and in favor of JPMORGAN CHASE BANK, N.A., for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, "Grantee").

WHEREAS, NOCO Incorporated (the "Borrower"), Grantor, certain other Subsidiaries of the Borrower, the Lenders and Grantee have entered into a Credit Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, Grantor and certain other Subsidiaries of the Borrower have guaranteed the repayment of the Secured Obligations pursuant to the Credit Agreement.

WHEREAS, the Borrower, Grantor and certain other Subsidiaries of the Borrower have entered into a Pledge and Security Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, Grantor owns the trademarks listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to Grantee for the benefit of the Secured Parties. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Secured Obligations and (ii) all of the obligations and liabilities of the Loan Guarantors under the Credit Agreement. Upon the payment in full of all Secured Obligations, Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Administrative Agent all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant.

(b) Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by Grantor, together with (2) all proceeds of such Trademarks, (3) the goodwill associated with

such Trademarks and (4) all causes of action arising prior to or after the date hereof for infringement of such Trademarks or unfair competition regarding the same.

3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, Grantor has executed this Confirmatory Grant effective as of the date first written above.

NOCO ENERGY CORP.

By: 

Name: James D. Newman

Title: President

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

Mark	Ser. No.	Reg. No.	Owner
NICKEL CITY ROAST	78592635	3152346	NOCO ENERGY CORP.
NOCO FRIENDS & FAMILY CLUB	77917774	3844473	NOCO ENERGY CORP.
FILLUP T. FROG	77905130	3828180	NOCO ENERGY CORP.
NOCO & DESIGN	77904249	3844382	NOCO ENERGY CORP.
NICKEL CITY MARKET CAFÉ	77093428	3387070	NOCO ENERGY CORP.
NOCO & DESIGN	74729384	2076827	NOCO ENERGY CORP.
NOCO & DESIGN	74600882	1946615	NOCO ENERGY CORP.
NOCO EXPRESS SHOP	74346777	1792948	NOCO ENERGY CORP.