

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HARVEST FARMS, INC.		12/21/2010	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	The Prudential Insurance Company of America		
Street Address:	Four Embarcadero Center, Suite 2700		
Internal Address:	c/o Prudential Capital Group		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111-4180		
Entity Type:	CORPORATION: NEW JERSEY		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78418372	FRESH DELI	
Serial Number:	77321139	HARVEST FARMS	
Serial Number:	77320603	HARVEST FARMS QUALITY SINCE 1947	
CORRESPONDENCE DATA			
Fax Number:	(866)826-5420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3016380511		
Email:	ipresearchplus@comcast.net		
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		
Address Line 2:	Attn: Penelope J.A. Agodoa		
Address Line 4:	Waldorf, MARYLAND 20602		
ATTORNEY DOCKET NUMBER:	36536		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		

OP \$90.00 78418372

Signature:	/pja/
Date:	01/05/2011
Total Attachments: 7 source=36536#page1.tif source=36536#page2.tif source=36536#page3.tif source=36536#page4.tif source=36536#page5.tif source=36536#page6.tif source=36536#page7.tif	

**GRANT OF SECURITY INTEREST
(TRADEMARKS, SERVICE MARKS AND TRADE NAMES)**

THIS GRANT OF SECURITY INTEREST (TRADEMARKS, SERVICE MARKS AND TRADE NAMES) is dated as of December 21, 2010, between **HARVEST FARMS, INC.**, a California corporation having its chief executive office at 1525 Faraday Avenue, Suite 200, Carlsbad, California 92008 (the “**Assignor**”), and **THE PRUDENTIAL INSURANCE COMPANY OF AMERICA** having a representative office at Four Embarcadero Center, Suite 2700, San Francisco, California 94111, in its capacity as the Collateral Agent on behalf and for the benefit of the Secured Parties (in such capacity, the “**Assignee**”). Capitalized terms used, but not otherwise defined herein, shall have the meanings given to such terms in the Security Agreement (as defined below).

WHEREAS, pursuant to that certain Senior Secured Note Purchase and Revolving Credit Agreement, dated as of December 21, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Note Agreement**”), by and among Good Source, Inc., a Delaware corporation (the “**Company**”), Good Source Holdings, LLC, a Delaware limited liability company (“**Holdings**”), the Purchasers named therein and the Collateral Agent named therein, the Secured Parties have agreed to make certain extensions of credit to or for the Company’s benefit in the amounts and manner set forth in the Note Agreement and the other Transaction Documents (collectively, the “**Credit**”).

WHEREAS, pursuant to the terms of a Security Agreement, dated as of December 21, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), in favor of the Collateral Agent on behalf of and for the benefit of the Secured Parties, the Assignor has granted to the Assignee a security interest in all of the Assignor’s right, title and interest, whether presently existing or hereafter arising or acquired, in, to and under all of the Collateral.

WHEREAS, the Secured Parties are willing to make, extend and maintain the Credit to and for the benefit of the Company, but only upon the condition, among others, that the Assignor shall grant a security interest in and assign for security purposes (and not as an absolute assignment) in favor of and to the Assignee, on behalf of and for the benefit of the Secured Parties, in and to, all of Assignor’s right, title and interest in and to all Trademarks (as described below) to secure its payment and performance of the Secured Obligations.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, as collateral security for the prompt and complete payment and performance when due of the Secured Obligations, the Assignor hereby represents, warrants, covenants and agrees as follows:

As security for the full, complete and final payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all the Secured Obligations and in order to induce the Collateral Agent and the Secured Parties to enter into the Note Agreement and the other Transaction Documents and to make, extend and maintain the Credit to and for the benefit of the Company upon the terms and subject to the conditions thereof, Assignor hereby assigns, conveys,

terms and subject to the conditions thereof, Assignor hereby assigns, conveys, mortgages, pledges, hypothecates and transfers as collateral security to the Collateral Agent, on behalf of and for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, on behalf of and for the benefit of the Secured Parties, a security interest in and to all of Assignor's respective right, title and interest in, to and under each of the following:

(a) all Trademarks (as defined in the Security Agreement), including, without limitation, each registered trademark, trade name and service mark and each trademark, trade name and service mark application for registration listed on Schedules A and B hereto, including, without limitation, all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, continuations, continuations-in-part and renewals thereof; *provided, however*, that the pledge and security interest created hereunder shall specifically exclude "intent-to-use" trademarks at all time prior to the first use thereof, whether by the actual use in commerce, the filing of a statement of use with the U.S. Patent and Trademark Office or otherwise; and

(b) the goodwill of the business connected with the use of, and symbolized by, each Trademark.

The Assignee does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the assignment of and security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference.

Following the termination of the Security Agreement in accordance with its terms, the Trademarks, the goodwill thereof and any and all financing statements filed on behalf of the Assignee will be automatically terminated, released, and/or reassigned to the Assignor, and the Assignee will execute, acknowledge and deliver to each Assignor such instruments as may be reasonably requested to evidence such termination, release, and/or reassignment.

In the event of a conflict between the terms of this Grant of Security Interest (Trademarks, Service Marks and Trade Names) and the terms of the Security Agreement, the terms of the Security Agreement shall prevail.

IN WITNESS WHEREOF, each of the parties has caused this Grant of Security Interest (Trademarks, Service Marks and Trade Names) to be duly executed by its officer(s) thereunto duly authorized as of the date first written above.

ASSIGNOR:

HARVEST FARMS, INC.,
a California corporation

By: _____

Printed Name: _____

Title: _____

ASSIGNEE:

**THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA, as the Collateral Agent**

By: _____

Printed Name: _____

Title: Vice President

IN WITNESS WHEREOF, each of the parties has caused this Grant of Security Interest (Trademarks, Service Marks and Trade Names) to be duly executed by its officer(s) thereunto duly authorized as of the date first written above.

ASSIGNOR:

HARVEST FARMS, INC.,
a California corporation


By: _____

Printed Name: _____

Title: _____

ASSIGNEE:

**THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA, as the Collateral Agent**

By:  _____

Printed Name: Mitchell W. Reed

Title: Vice President



SCHEDULE A

U.S. TRADEMARKS

REGISTRATION NO.	MARK	REGISTRATION DATE
None		

SCHEDULE B

PENDING U.S. TRADEMARKS

SERIAL NO.	MARK	FILING DATE
78/418372	FRESH DELI	PENDING
77/321139	HARVEST FARMS	PENDING
77/320603	HARVEST FARMS QUALITY SINCE 1947	PENDING