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
GOOD SOURCE SOLUTIONS, INC.		12/21/2010	CORPORATION: DELAWARE

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: 26

Property Type	Number	Word Mark
Registration Number:	1919982	BAKERSAVER
Registration Number:	1946275	GOOD BLOSSOM
Registration Number:	2382963	GOOD RANCH
Registration Number:	3065081	GOODSOURCE
Registration Number:	2459561	GOOD SOURCE RESOURCE
Registration Number:	2387573	I-CTREAT
Registration Number:	2345701	O! PIZZA
Registration Number:	2385360	PRISON PACK
Registration Number:	2395457	REGULAR IRREGULAR
Registration Number:	2457139	RESOURCE FOODS
Registration Number:	3019648	SMARTFARE
Registration Number:	2997342	TOOLS FOR SCHOOLS
Registration Number:	3804271	SOURCE-C DRINK MIX CONCENTRATE

OP $665.00 1919982

Registration Number:	3804268	SOURCE-PLUS DRINK MIX CONCENTRATE
Registration Number:	3788434	SMART MILK
Registration Number:	3594438	NUTRI-BOOST
Registration Number:	3733232	NUTRI-CAL
Registration Number:	2341554	HOT BUY
Registration Number:	3700751	THE TREASURE BOX
Registration Number:	2341553	WISE BUY
Registration Number:	3542817	
Serial Number:	85077553	FLAPJACKS TO GO
Serial Number:	77514968	GOOD SOURCE SOLUTIONS
Serial Number:	77915257	ECONO-CAL
Serial Number:	77760141	POWER BUY
Serial Number:	77760150	POWER BUYS

CORRESPONDENCE DATA

Fax Number: (866)826-5420

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

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:	36535
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	01/05/2011

Total Attachments: 7

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Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/28/2009)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

GOOD SOURCE SOLUTIONS, INC.

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: Delaware
☐ Other

Citizenship (see guidelines)

Additional names of conveying parties attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: The Prudential Insurance Company of America
Internal Address: c/o Prudential Capital Group
Street Address: Four Embarcadero Center, Suite 2700
City: San Francisco
State: CA
Country: USA Zip: 94111-4180

☐ Association Citizenship
☐ General Partnership Citizenship
☐ Limited Partnership Citizenship
☒ Corporation Citizenship New Jersey
☐ Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) 12/21/2010

☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other GRANT OF SECURITY INTEREST

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

SEE ATTACHED

B. Trademark Registration No.(s)

SEE ATTACHED

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: IPResearch Plus, Inc. attn: Penelope J.A. Agodoa
Internal Address:
Street Address: 21 Tadcaster Circle
City: Waldorf
State: MD Zip: 20602
Phone Number: 301-638-0511
Fax Number: 866-826-5420
Email Address: ipresearchplus@comcast.net

6. Total number of applications and registrations involved: 26

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $

☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number
Authorized User Name

9. Signature: Bradley C. Crawford 12/30/10
Signature Date

Bradley C. Crawford
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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 **GOOD SOURCE SOLUTIONS, INC.**, a Delaware 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

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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.

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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:

GOOD SOURCE SOLUTIONS, INC.,
a Delaware corporation

By: _____

Printed Name: Craig Shugert

Title: President + CEO

ASSIGNEE:

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, as the Collateral Agent

By: _____

Printed Name: _____

Title: Vice President

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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:

GOOD SOURCE SOLUTIONS, INC.,
a Delaware 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

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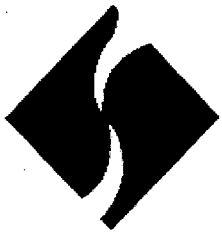
SCHEDULE A

U.S. TRADEMARKS

REGISTRATION NO.	MARK	REGISTRATION DATE
1919982	BAKERSAVER	09/19/1995
1946275	GOOD BLOSSOM	01/09/1996
2382963	GOOD RANCH	09/05/2000
3065081	GOODSOURCE	03/07/2006
2459561	GOOD SOURCE RESOURCE	06/12/2001
2387573	I-CTREAT	09/19/2000
2345701	O! PIZZA	04/25/2000
2385360	PRISON PACK	09/12/2000
2395457	REGULAR IRREGULAR	10/17/2000
2457139	RESOURCE FOODS	06/05/2001
3019648	SMARTFARE	11/29/2005
2997342	TOOLS FOR SCHOOLS	09/20/2005
3804271	SOURCE-C DRINK MIX CONCENTRATE	06/15/2010
3804268	SOURCE-PLUS DRINK CONCENTRATE	06/15/2010
3788434	SMART MILK	05/11/2010
3594438	NUTRI-BOOST	03/24/2010
3733232	NUTRI-CAL	01/05/2010
2341554	HOT BUY	04/11/2000
3700751	THE TREASURE BOX	10/27/2009
2341553	WISE BUY	04/11/2000
3542817		12/09/2008

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SCHEDULE B

PENDING U.S. TRADEMARKS

SERIAL NO.	MARK	FILING DATE
85/077553	FLAPJACKS TO GO	PENDING
77/514968	GOOD SOURCE SOLUTIONS	PENDING
77/915257	ECONO-CAL	PENDING
77/760141	POWER BUY	PENDING
77/760150	POWER BUYS	PENDING

TRADEMARK
RECORDED: 01/05/2011 REEL: 004447 FRAME: 0413