

**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
MM USA, Inc.		12/06/2010	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Association: PENNSYLVANIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3785391	FROM FARM TO STORE IN TWENTY-FOUR	
Registration Number:	3664599	TABLE FRESH	
CORRESPONDENCE DATA			
Fax Number:	(202)408-3141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	667073		
NAME OF SUBMITTER:	Jean Paterson		
Signature:	/jep/		

CH \$65.00 3785391

900183403

**TRADEMARK**  
 REEL: 004469 FRAME: 0537

Date:

02/08/2011

**Total Attachments: 9**

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# 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):**

MM USA, INC.  
9845 PAINTER AVENUE, SUITE B  
WHITTIER, CA 90605

- Individual(s)
- General Partnership
- Corporation- State: CA
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) 12/06/2010

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: PNC BANK, NATIONAL ASSOCIATION  
 Internal  
 Address: COMMERCIAL LOAN SERVICE CENTER/DCC  
 Street Address: 500 FIRST AVENUE  
 City: PITTSBURGH  
 State: PA  
 Country: \_\_\_\_\_ Zip: 15219

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other NA Citizenship PA

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)

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE SCHEDULE 1

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: Corporation Service Company

Internal Address: Suite 210

Street Address: 1180 Avenue of the Americas

City: New York

State: NY Zip: 10036

Phone Number: 212-299-5600

Fax Number: 212-299-5656

Email Address: ORDER# 667073

**6. Total number of applications and registrations involved:**

2

**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:**

Signature

2/08/2011

Date

Luis Rodriguez

Name of Person Signing

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

9

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK AND PATENT SECURITY AGREEMENT (the "Agreement") made as of this 6th day of December, 2010 by MM USA, INC., a California corporation ("Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION ("PNC"), in its capacity as agent ("Agent") for the Lenders.

### WITNESSETH

WHEREAS, Grantor and AMC Direct, Inc. (together with any other Person joined as a borrower to the Loan Agreement (as defined below) from time to time, the "Borrowers" and each a "Borrower") have entered into that certain Revolving Credit and Security Agreement with certain financial institutions party thereto from time to time as lenders (the "Lenders") and PNC, as agent for Lenders (the "Agent") dated as of the date hereof (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement"), pursuant to which Agent and Lenders provided for the extension of credit to be made to Borrowers;

WHEREAS, Grantor has granted to Agent, 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, 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 Borrowers to Agent and Lenders under the Loan 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 Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests To secure the payment and performance of the Obligations under the Loan Agreement, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreements of a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark and trademark application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the "Trademarks"), 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.

3. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks listed on Schedule I attached hereto constitute all trademarks owned or registered to Grantor as of the date of this Agreement.

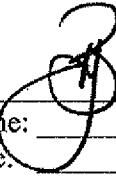
4. Covenants. Except as otherwise permitted under the Loan Agreement, Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks without prior written consent of Agent.

5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any part hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto.

**[signatures to appear on following page]**

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

MM USA, INC.

By:   
Name: BENJAMIN WARD  
Title: CEO

Agreed and Accepted  
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,  
as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(SIGNATURE PAGE TO TRADEMARK AND PATENT  
SECURITY AGREEMENT)

074658.01330/95033297v.3

TRADEMARK  
REEL: 004469 FRAME: 0542

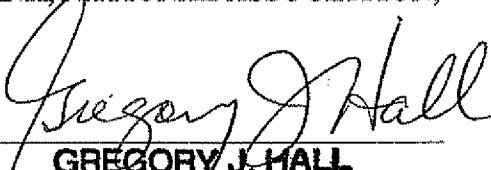
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

MM USA, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Agreed and Accepted  
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,  
as Agent

By:   
Name: GREGORY J. HALL  
Title: Vice President

(SIGNATURE PAGE TO TRADEMARK AND PATENT  
SECURITY AGREEMENT)

TRADEMARK  
REEL: 004469 FRAME: 0543

**SCHEDULE 1**

**TRADEMARK REGISTRATIONS**

<b>TRADEMARK</b>	<b>REG. NO.</b>	<b>REG. DATE</b>	<b>STATUS</b>
Farm to Store in Twenty-Four	3,785,391	May 4, 2010	Active
Table Fresh	3,664,599	August 4, 2009	Active



## POWER OF ATTORNEY

Dated December 6, 2010

MM USA, INC., a California corporation ("Grantor"), hereby authorizes PNC BANK, NATIONAL ASSOCIATION, its successors and assigns, and any officer or agent thereof (collectively, "PNC"), as agent for the Lenders (in such capacity, "Agent") under that certain Revolving Credit and Security Agreement among the financial institutions which are now or which hereafter become a party thereto as lenders (the "Lenders"), Agent and Grantor (together with AMC Direct, Inc. and any Person joined thereto as a borrower from time to time, the "Borrowers" and each a "Borrower"), dated as of the date hereof (as the same may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"), following the (i) occurrence and during the continuance of an Event of Default, (ii) acceleration of the Obligations, and (iii) in connection with enforcement of its remedies under the Loan Agreement, as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Trademark Security Agreement between Grantor and Agent dated as of the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark Security Agreement"), including, without limitation, the power to (a) record its interest in any Trademarks (as defined in the Trademark Security Agreement) or additional trademarks in the United States Patent and Trademark Office or other appropriate governmental office, (b) to execute on behalf of Grantor a supplement to the Trademark Security Agreement, (c) to use the Trademarks in connection with exercising its rights and remedies under the Loan Agreement, including without limitation in connection with the sale Inventory or Collateral, or (d) to grant or issue any non-exclusive license under the Trademarks to anyone else in connection with the sale of Inventory, in each case subject to the terms of the Trademark Security Agreement and Loan Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.

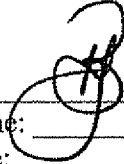
This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following (a) the occurrence and during the continuance of an Event of Default, and (b) acceleration of the Obligations, and (c) in connection with enforcement of its remedies under the Loan Agreement, as the true and lawful attorney-in-fact of Grantor by virtue hereof and in accordance with the terms of the Trademark Security Agreement, the Loan Agreement and the Other Documents.

This Power of Attorney shall be irrevocable until all Obligations have been fully paid and satisfied in full in cash, Lenders commitment to make Advances under the Loan Agreement has expired or terminated and the Loan Agreement has been terminated.

IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as of the date stated above.

MM USA, INC.

By:   
Name: BENJAMIN WANG  
Title: CEO

[SIGNATURE PAGE TO POWER OF ATTORNEY]

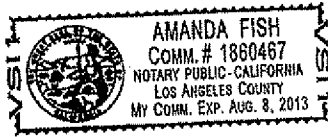
**COMPANY ACKNOWLEDGMENT**

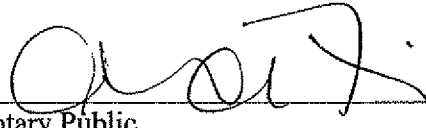
UNITED STATES OF AMERICA :  
STATE OF CALIFORNIA : SS  
COUNTY OF LOS ANGELES :

On this 3 of December, 2010, before me, Amanda Fish, Notary Public personally appeared Benjamin Ward, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that ~~he~~she executed the same in ~~his~~her authorized capacity, and that by ~~his~~her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal



  
\_\_\_\_\_  
Notary Public

My Commission Expires August 8, 2013

[SIGNATURE PAGE TO POWER OF ATTORNEY]

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