

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Acknowledgement of Security Interest in Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Maines Paper & Food Service, Inc.		03/28/2011	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association		
<b>Street Address:</b>	249 Fifth Avenue		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15222		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2687209	HIGHLAND ROAST	
<b>Registration Number:</b>	3431743	MAINESOURCE	
<b>Registration Number:</b>	2247132	MAINESNET	
<b>Registration Number:</b>	2186406	FIRST CHOICE PROVIDER OF QUALITY FOODSERVICE PRODUCTS AND SERVICES	
<b>Registration Number:</b>	2129901	MAINES PAPER & FOOD SERVICE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(412)562-1041		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	412-562-1637		
<b>Email:</b>	vicki.cremonese@bipc.com		
<b>Correspondent Name:</b>	Michael L. Dever		
<b>Address Line 1:</b>	301 Grant Street		
<b>Address Line 2:</b>	20th Floor		
<b>Address Line 4:</b>	Pittsburgh, PENNSYLVANIA 15219		

**CH \$140.00 2687209**

**900187791**

**TRADEMARK  
 REEL: 004509 FRAME: 0088**

ATTORNEY DOCKET NUMBER:	0011046-301118
NAME OF SUBMITTER:	Michael L. Dever
Signature:	/Michael L. Dever/
Date:	03/29/2011
Total Attachments: 3 source=pnc-maines trademark security agreement#page1.tif source=pnc-maines trademark security agreement#page2.tif source=pnc-maines trademark security agreement#page3.tif	

**ACKNOWLEDGMENT OF SECURITY INTEREST IN TRADEMARKS**

March 28, 2011

WHEREAS, MAINES PAPER & FOOD SERVICE, INC., a New York corporation ("**Grantor**"), has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "**Trademarks**");

WHEREAS, Grantor has entered into a Security Agreement, dated as of April 10, 2002, as amended as of December 31, 2008 (effective as of September 10, 2007) (by and among Grantor, Agent (as defined below), certain lenders and certain other loan parties from time to time party thereto, as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the "**Security Agreement**"), in favor of PNC Bank, National Association, as agent for certain lenders (in such capacity, "**Agent**");

WHEREAS, pursuant to the Security Agreement, Grantor has granted to Agent a continuing security interest in all right, title and interest of Grantor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "**Collateral**"), to secure the payment, performance and observance of the Debt (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Agent for the benefit of certain lenders a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.


*[Remainder of Page Intentionally Left Blank; Signature Page Follows]*

[SIGNATURE PAGE TO ACKNOWLEDGMENT OF SECURITY INTEREST IN TRADEMARKS]

IN WITNESS WHEREOF, Grantor has caused this Acknowledgment to be duly executed by its officer thereunto duly authorized as of the date first written above.

**GRANTOR:**

**MAINES PAPER & FOOD SERVICE, INC.**

By:   
Name: Theresa Deane  
Title: Vice President of Treasury

**SCHEDULE 1 TO**  
**ACKNOWLEDGMENT OF SECURITY INTEREST IN TRADEMARKS**

**REGISTERED AND UNREGISTERED TRADEMARKS**

<b>TRADEMARKS</b>	<b>U.S. SERIAL NO.</b>	<b>U.S. REGISTRATION</b>
HIGHLAND ROAST	76188693	2687209
MAINESOURCE	76657017	3431743
MAINESNET	75323921	2247132
FIRST CHOICE PROVIDER OF QUALITY FOODSERVICE PRODUCTS AND SERVICES	75124737	2186406
MAINES PAPER & FOOD SERVICE	75124736	2129901