

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT								
NATURE OF CONVEYANCE:	SECURITY INTEREST								
CONVEYING PARTY DATA									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>PRO AND SON'S, LLC</td> <td>FORMERLY PRO AND SON'S, INC.</td> <td>07/01/2011</td> <td>LIMITED LIABILITY COMPANY: CALIFORNIA</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	PRO AND SON'S, LLC	FORMERLY PRO AND SON'S, INC.	07/01/2011	LIMITED LIABILITY COMPANY: CALIFORNIA	
Name	Formerly	Execution Date	Entity Type						
PRO AND SON'S, LLC	FORMERLY PRO AND SON'S, INC.	07/01/2011	LIMITED LIABILITY COMPANY: CALIFORNIA						
RECEIVING PARTY DATA									
Name:	BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT								
Street Address:	333 S. Hope St., 13th Floor								
City:	Los Angeles								
State/Country:	CALIFORNIA								
Postal Code:	90071								
Entity Type:	national bank: UNITED STATES								
PROPERTY NUMBERS Total: 3									
Property Type	Number	Word Mark							
Registration Number:	3637734	RANCHIE THE BULL							
Serial Number:	77801336	PRO'S RANCH MARKETS							
Serial Number:	77801351	PRO'S RANCH MARKETS							
CORRESPONDENCE DATA									
Fax Number:	(213)443-2926								
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>								
Phone:	213-617-5493								
Email:	jcravitz@sheppardmullin.com								
Correspondent Name:	Sheppard, Mullin, Richter & Hampton LLP								
Address Line 1:	333 S. Hope St., 48th Floor								
Address Line 2:	Attn: J. Cravitz								
Address Line 4:	Los Angeles, CALIFORNIA 90071								
ATTORNEY DOCKET NUMBER:	0BN1-125152								
NAME OF SUBMITTER:	Julie Cravitz								

CH \$90.00 3637734

900196150

TRADEMARK
REEL: 004575 FRAME: 0224

Signature:	/julie cravitz/
Date:	07/05/2011
Total Attachments: 5 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of July 1, 2011 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by the entity identified as the grantor on the signature page hereto (the "Grantor") in favor of Bank of America, N.A., as Administrative Agent for the ratable benefit of each of the Lenders which are parties to the Credit Agreement from time to time, the L/C Issuer, the Hedge Banks and the Cash Management Banks ("Secured Party").

WHEREAS, the Grantor is party to that certain Amended and Restated Security Agreement dated as of July 1, 2011 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") among the Grantor and the other grantors party thereto and Secured Party, pursuant to which the Grantor granted a security interest to Secured Party in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with Secured Party as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, capitalized terms defined in the Security Agreement and used herein have the respective meanings given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

The Grantor hereby grants to Secured Party, for the ratable benefit of each of the Lenders which are parties to the Credit Agreement from time to time, the L/C Issuer, the Hedge Banks and the Cash Management Banks, a security interest in all of the Grantor's right, title and interest in, to and under all of the following (collectively, the "Trademark Collateral"), whether now or hereafter existing or in which the Grantor now has or hereafter acquires an interest and wherever the same may be located, as collateral security for the prompt and complete payment or performance when due (whether at stated maturity, by acceleration or otherwise) of the Grantor's Obligations:

all United States and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license

fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Secured Party for the ratable benefit of each of the Lenders which are parties to the Credit Agreement from time to time, the L/C Issuer, the Hedge Banks and the Cash Management Banks pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF CALIFORNIA.

SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PRO AND SONS, LLC


By: 

Name: Michael A. Provenzano Jr.

Title: Chief Executive Officer, President
and Secretary

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Agent

By:  _____

Name: Adam Feit

Title: Senior Vice President

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Grantor	Jurisdiction	Trademark	Registration Number/(Serial Number)	Registration Date/(Filing Date)
Pro and Son's, LLC (f/ka PRO AND SON'S, INC.) DBA Pro's Ranch Markets	US	RANCHIE THE BULL (stylized and/or with design)	3637734	6/16/2009
Pro and Son's, LLC (f/ka Pro and Son's, Inc.) DBA Pro's Ranch Markets	US	PRO'S RANCH MARKETS (standard characters)	77/801,336	8/10/2009
Pro and Son's, LLC (f/ka PRO AND SON'S, INC.) DBA Pro's Ranch Markets	US	PRO'S RANCH MARKETS (stylized and/or with design)	77/801,351	8/10/2009