TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement pursuant to the LuxCo Loan Agreement dated August 12, 2011

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CP Maryland, LLC DBA Clement Pappas and Company, Inc.		08/12/2011	LIMITED LIABILITY COMPANY: MARYLAND

RECEIVING PARTY DATA

Name:	Jefferies Finance LLC
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2232393	BOMBAY CLASSIC
Registration Number:	2182479	BOMBAY SELECT
Registration Number:	2119215	BOMBAY ORIGINAL
Registration Number:	1510363	BOMBAY GOLD 100
Registration Number:	1493753	BEST VALUE
Registration Number:	1331171	NICHOLSON'S
Registration Number:	1358340	BOMBAY
Registration Number:	1073831	BOMBAY

CH $215.00 2232393

CORRESPONDENCE DATA

Fax Number: (212)755-7306
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-326-3939
Email: krsmith@jonesday.com

Correspondent Name:	Nancy A. Zoubek, Esq., Jones Day
Address Line 1:	222 East 41st Street
Address Line 4:	New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	175274-635056
NAME OF SUBMITTER:	Nancy A. Zoubek
Signature:	/Nancy A. Zoubek/
Date:	08/15/2011

Total Attachments: 9
source=LuxCo Trademark Security Agreement#page1.tif
source=LuxCo Trademark Security Agreement#page2.tif
source=LuxCo Trademark Security Agreement#page3.tif
source=LuxCo Trademark Security Agreement#page4.tif
source=LuxCo Trademark Security Agreement#page5.tif
source=LuxCo Trademark Security Agreement#page6.tif
source=LuxCo Trademark Security Agreement#page7.tif
source=LuxCo Trademark Security Agreement#page8.tif
source=LuxCo Trademark Security Agreement#page9.tif

Trademark Security Agreement

This Trademark Security Agreement (this "Trademark Security Agreement"), dated as of August 12, 2011, by each person listed on Schedule 1 hereto (collectively, the "Pledgors"), in favor of Jefferies Finance LLC, in its capacity as collateral agent pursuant to the LuxCo Loan Agreement, dated as of the date hereof (in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a LuxCo Security Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "LuxCo Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the LuxCo Loan Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the LuxCo Security Agreement and used herein have the meaning given to them in the LuxCo Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of the right, title and interest of such Pledgor in, to and under all the following Collateral of such Pledgor (collectively, the "Trademark Collateral"):

(a) the Trademarks of such Pledgor listed on Schedule 2 hereto (provided that no security interest shall be granted in United States intent-to-use trademark or service mark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark applications under applicable federal law);

(b) all goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The lien and security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the LuxCo Security Agreement, and the

Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the lien on and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the LuxCo 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 Trademark Security Agreement is deemed to be inconsistent with or in conflict with the LuxCo Security Agreement, the provisions of the LuxCo Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the release of the security interests granted to the Collateral Agent pursuant to Section 11.4 of the LuxCo Security Agreement, upon written request of any Pledgor, the Collateral Agent shall execute, acknowledge, and deliver to the applicable Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Recordation. Each Pledgor authorizes and requests that the Commissioner of Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 7. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

SECTION 8. Intercreditor Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT PURSUANT TO THIS AGREEMENT AND THE EXERCISE

OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT HEREUNDER ARE SUBJECT TO THE TERMS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

SECTION 9. Subordination Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE COLLATERAL AGENT PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT OR ANY OTHER SECURED PARTY HEREUNDER (INCLUDING UNDER ARTICLE IX HEREOF) ARE SUBJECT TO THE TERMS OF THE SUBORDINATION AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE SUBORDINATION AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE SUBORDINATION AGREEMENT SHALL GOVERN AND CONTROL

[***SIGNATURE PAGE FOLLOWS***]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

CLEMENT PAPPAS AND COMPANY, INC.,
as Pledgor

By: _____
Name: Clement David Pappas
Title: President

CP MARYLAND, LLC,
as a Pledgor

By: Clement Pappas and Company, Inc.
Its: Sole Member

By: _____
Name: Clement David Pappas
Title: President

Accepted and Agreed:

JEFFERIES FINANCE LLC
as Collateral Agent

By: _____
Name:
Title:

SIGNATURE TO LUXCO TRADEMARK SECURITY AGREEMENT

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

CLEMENT PAPPAS AND COMPANY, INC.,
as Pledgor

By: _____
Name: Clement David Pappas
Title: President

CP MARYLAND, LLC,
as a Pledgor

By: Clement Pappas and Company, Inc.
Its: Sole Member

By: _____
Name: Clement David Pappas
Title: President

Accepted and Agreed:

JEFFERIES FINANCE LLC
as Collateral Agent

By: _____
Name: E. Joseph Hess
Title: Managing Director

SIGNATURE TO LUXCO TRADEMARK SECURITY AGREEMENT

Schedule 1

to

Trademark Security Agreement

Pledgors

NAME	**ADDRESS**
Clement Pappas and Company, Inc.	1 Collins Drive, Suite 200 Carneys Point, NJ 08069-3600
CP Maryland, LLC DBA Clement Pappas and Company, Inc.	1 Collins Drive, Suite 200 Carneys Point, NJ 08069-3600

Schedule 2

to

Trademark Security Agreement

Trademark Registrations and Trademark Applications

Trademark Registrations:

PLEDGOR OWNER	MARK	COUNTRY	REG. NO.	APPLICATION NO.	FILING DATE	ISSUE DATE
Clement Pappas and Company, Inc.	RUBY KIST	USA	1631048	74045115	4/2/1990	1/8/1991
Clement Pappas and Company, Inc.	GROWN RIGHT	USA	2848985	76486358	1/29/2003	6/1/2004
Clement Pappas and Company, Inc.	GROWN RIGHT	USA	3824918	77896816	12/18/2009	7/27/2010
Clement Pappas and Company, Inc.	BOO JUICE	USA	1915856	74524836	5/16/1994	8/29/1995
Clement Pappas and Company, Inc.	APPLELICIOUS	USA	2084905	75052831	2/2/1996	7/29/1997
Clement Pappas and Company, Inc.	CLEM'S JUICE BAR	USA	2164535	75131430	7/9/1996	6/9/1998
Clement Pappas Company, Inc.	DELSEA	USA	3605984	77568154	9/11/2008	4/142009
Clement Pappas and Company, Inc.	DELSEA	USA	3361019	78979243	8/19/2006	12/252007
Clement Pappas & Co., Inc.	BOMBAY	USA	3623736	77257089	8/16/2007	5/19/2009

CP Maryland, LLC DBA Clement Pappas and Company, Inc.	BOMBAY CLASSIC	USA	2232393	75492515	5/26/1998	3/16/1999
CP Maryland, LLC DBA Clement Pappas and Company, Inc.	BOMBAY SELECT	USA	2182479	75350343	9/2/1997	8/18/1998
Clement Pappas & Co., Inc.	APPLE STAMPEDE	USA	2137490	75277716	4/21/1997	2/17/1998
CP Maryland, LLC DBA Clement Pappas and Company, Inc.	BOMBAY ORIGINAL	USA	2119215	75141893	7/29/1996	12/09/1997
CP Maryland, LLC DBA Clement Pappas and Company, Inc.	BOMBAY GOLD 100 (and design) Bombay GOLD 100	USA	1510363	73669688	7/1/1987	10/251988
CP Maryland, LLC DBA Clement Pappas and Company, Inc.	BEST VALUE (stylized) **BEST VALUE**	USA	1493753	73661941	5/20/1987	6/21/1988
CP Maryland, LLC DBA Clement Pappas and Company, Inc.	NICHOLSON'S (stylized) NICHOLSON'S	USA	1331171	73461531	1/19/1984	4/16/1985
CP Maryland, LLC DBA Clement Pappas and Company, Inc.	BOMBAY (stylized) Bombay	USA	1358340	73461452	1/18/1984	9/3/1985

TRADEMARK
REEL: 004605 FRAME: 0246

CP Maryland, LLC DBA Clement Pappas and Company, Inc.	BOMBAY (stylized) Bombay	USA	1073831	72208603	12/22/1964	9/20/1977
Clement Pappas and Company, Inc.	RUBY-KIST (stylized) RUBY-KIST	USA	0611860	71675500	10/26/1954	9/6/1955
Clement Pappas and Company, Inc.	RUBY KIST	Canada	TMA412276	67698300	3/1/1991	5/14/1993
Clement Pappas & Co., Inc.	RUBY KIST	New Jersey	8253	N/A	9/16/1988	

Trademark Applications:

PLEDGOR OWNER	MARK	COUNTRY	APPLICATION NO.	FILING DATE
Clement Pappas Company, Inc.	DELSEA FARMS	USA	85337615	6/3/2011
Clement Pappas & Co., Inc.	NATURE'S BLEND	USA	85181293	11/19/2010
Clement Pappas & Co., Inc.	OASIS BREEZE	USA	77547279	8/14/2008