

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Carla Corp.		09/09/2011	CORPORATION: RHODE ISLAND

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank Rhode Island
<b>Street Address:</b>	One Turks Head Place
<b>City:</b>	Providence
<b>State/Country:</b>	RHODE ISLAND
<b>Postal Code:</b>	02903
<b>Entity Type:</b>	financial institution: RHODE ISLAND

<b>Name:</b>	The Washington Trust Company
<b>Street Address:</b>	10 Weybosset Street
<b>City:</b>	Providence
<b>State/Country:</b>	RHODE ISLAND
<b>Postal Code:</b>	02903
<b>Entity Type:</b>	banking institution: RHODE ISLAND

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	1172185	NABCO
Registration Number:	2960662	C
Registration Number:	0868384	CARLA
Registration Number:	3010201	CASANDRA

**CORRESPONDENCE DATA**

Fax Number: (860)275-8299  
 Phone: 860-275-8285

**900203136**

**TRADEMARK  
 REEL: 004631 FRAME: 0221**

**OP \$1115.00 1172185**

Email: jscheib@rc.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Jacqueline P. Scheib

Address Line 1: 280 Trumbull Street

Address Line 4: Hartford, CONNECTICUT 06103

NAME OF SUBMITTER:	Jacqueline P. Scheib
Signature:	/Jacqueline P. Scheib/
Date:	09/27/2011

Total Attachments: 8  
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## SECURITY AGREEMENT FOR TRADEMARKS AND TRADENAMES

**SECURITY AGREEMENT FOR TRADEMARKS AND TRADENAMES** made as of the 9th day of September, 2011, by and between **CARLA CORP.**, a Rhode Island corporation with offices located at 33 Sutton Avenue, East Providence, Rhode Island 02914 (the "**Debtor**"); and **BANK RHODE ISLAND**, in its capacity as Administrative Agent (in such capacity, the "**Administrative Agent**") for **BANK RHODE ISLAND**, a Rhode Island financial institution with offices at One Turks Head Place, Providence Rhode Island 02903 ("**BRI**"); and **THE WASHINGTON TRUST COMPANY**, a Rhode Island banking institution with offices at 10 Weybosset Street, Providence, Rhode Island 02903 ("**WTC**"); (BRI and WTC are hereinafter sometimes collectively referred to as the "**Lenders**" and individually as a "**Lender**").

Background. Debtor has incurred obligations to the Administrative Agent and the Lenders which are secured by security interests in all of Debtor's accounts, inventories, equipment and general intangibles, including without limitation Debtor's trademarks, trademark applications, servicemarks, tradenames, and goodwill in respect thereof (collectively, the "**Collateral**"). To confirm and perfect the Administrative Agent's security interest on behalf of the Lenders in Debtor's trademarks, trademark applications, servicemarks, and tradenames, Debtor has agreed to grant a security interest and lien upon Debtor's trademarks, trademark applications, servicemarks, and tradenames to the Administrative Agent for the benefit of the Lenders as hereinafter provided.

Additional Definitions. The following terms shall be defined as follows:

"**Event of Default**" shall have the meaning assigned by the Revolving Loan Agreement (hereinafter defined).

"**Obligations**" means all obligations, liabilities and indebtedness due and to become due from the Debtor to the Administrative Agent or any of the Lenders, and each of them, at any time and from time to time from the date hereof, of every kind and description, whether now existing or hereafter incurred, including future advances, whether direct, indirect or contingent, whether otherwise guaranteed or secured, and whether on open account or evidenced by a note, draft, check or other agreement, instrument or document, which obligations, liabilities and indebtedness are evidenced by or incurred pursuant to:

- (a) that certain Revolving Promissory Note of the Debtor of even date herewith issued to BRI in the maximum principal amount of Two Million Five Hundred Thousand Dollars (\$2,500,000.00) (as amended, modified, restated or supplemented from time to time, together with any instrument, document or agreement which may hereafter be substituted therefor, the "**BRI Revolver Note**");
- (b) that certain Revolving Promissory Note of the Debtor of even date herewith issued to WTC in the maximum principal amount of Two Million Five Hundred Thousand Dollars (\$2,500,000.00) (as amended, modified, restated or supplemented from time to time, together with any instrument, document or

agreement which may hereafter be substituted therefor, the “**WTC Revolver Note**” and, together with the BRI Revolver Note, the “**Revolver Notes**”);

- (c) that certain Revolving Loan Agreement of even date herewith by and among the Debtor, the Lenders, and the Administrative Agent (as amended, modified, restated or supplemented from time to time, together with any instrument, document or agreement which may hereafter be substituted therefor, the “**Revolving Loan Agreement**”), which obligations and indebtedness shall include all obligations and indebtedness of the Debtor to the Administrative Agent and the Lenders, or any of them, under the Revolving Loan and the Letter of Credit Facility (all as defined by the Revolving Loan Agreement); and
- (d) that certain Guaranty Agreement of the Debtor in favor of the Administrative Agent for the benefit of the Lenders pursuant to which the Debtor has guaranteed the payment and performance of the obligations, liabilities and indebtedness of **FLEMING ENTERPRISES, LLC**, a Rhode Island limited liability company with offices located at 33 Sutton Avenue, East Providence, Rhode Island 02914 (“**Fleming**”) to the Administrative Agent, for itself and on behalf of the Lenders, and each of them, pursuant to
  - (i) that certain Term Promissory Note of Fleming of even date herewith issued to BRI in the maximum principal amount of Three Hundred Fifty Thousand Dollars (\$350,000.00) (as amended, modified, restated or supplemented from time to time, together with any instrument, document or agreement which may hereafter be substituted therefor, the “**BRI Term Note**”);
  - (ii) that certain Term Promissory Note of Fleming of even date herewith issued to WTC in the maximum principal amount of Three Hundred Fifty Thousand Dollars (\$350,000.00) (as amended, modified, restated or supplemented from time to time, together with any instrument, document or agreement which may hereafter be substituted therefor, the “**WTC Term Note**” and, together with the BRI Term Note, the “**Term Notes**”); and
  - (iii) that certain Term Loan Agreement of even date herewith by and among Fleming, the Lenders, and the Administrative Agent (as amended, modified, restated or supplemented from time to time, together with any instrument, document or agreement which may hereafter be substituted therefor, the “**Term Loan Agreement**”), which obligations and indebtedness shall include all obligations and indebtedness of Fleming to the Administrative Agent and the Lenders, or any of them, under the Term Loan (all as defined by the Term Loan Agreement).

“**Of Record**” means recorded in the U.S. Patent and Trademark Office.

Capitalized terms not otherwise defined herein shall have the meanings assigned by the Revolving Loan Agreement.

NOW, THEREFORE, in consideration of the premises, Debtor hereby agrees with the Administrative Agent as follows:

1. To secure the complete and timely payment and satisfaction of the Obligations, Debtor hereby grants, assigns and conveys to the Administrative Agent, for the benefit of the Lenders, a security interest in and lien upon (a) Debtor's trademark and servicemark applications, registrations, trademarks, servicemarks, and tradenames listed in Schedule A hereto (the "Marks"), and (b) Debtor's goodwill in respect thereof, including without limitation all proceeds of the Marks (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world (collectively, the "Rights").

2. Debtor covenants and warrants that to the best of its knowledge:

- (a) Schedule A hereto correctly describes all Debtor's trademarks, trademark applications, servicemarks and tradenames Of Record;
- (b) The Rights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;
- (c) Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Rights, free and clear of any liens, charges and encumbrances ; and
- (d) Debtor has the necessary corporate authority to enter into this Agreement and perform its terms.

3. Debtor agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement which is inconsistent with Debtor's obligations under this Agreement, without Administrative Agent's prior written consent (which consent shall not be unreasonably withheld).

4. Debtor hereby covenants and agrees with the Administrative Agent and each of the Lenders that the Debtor (a) shall take such action as is reasonably necessary to protect the Marks against all claims and demands of all persons at any time claiming any interest therein; (b) shall promptly pay any and all taxes, assessments and governmental charges upon the Marks prior to the date penalties are attached thereto; and (c) shall immediately upon knowledge thereof notify the Administrative Agent of any event resulting in a substantial loss or diminution in the value of all or any material part of the Marks and the amount or an estimate of the amount of such loss or diminution.

5. Unless and until there shall have occurred and is continuing an Event of Default, the Debtor shall have the right to use the Rights for Debtor's own benefit, and the Debtor may make or grant assignments and sublicenses of the Rights in the ordinary course of Debtor's

business; provided, further, that no such assignment or sublicense shall be Of Record or shall impair the rights of Debtor or the Administrative Agent to sell the Collateral in the United States in accordance with the terms of this Agreement and the aforesaid Revolving Loan Agreement. Debtor shall have the right to abandon such Rights as may be reasonably prudent or beneficial to Debtor or its operations.

6. The Debtor shall be responsible for processing and maintaining any and all applications for registration and re-registration of the Marks and shall bear all costs pertaining to enforcing and/or defending rights pertaining to the Marks.

7. Debtor agrees that until the Obligations have been satisfied in full, Debtor will execute further security agreements to the Administrative Agent for the benefit of the Lenders of like tenor to this Agreement, granting a security interest in and lien upon any and all trademarks and trademark applications and any licenses of any trademarks that Debtor shall effect, acquire or make application for and which shall be Of Record, so as to confirm and perfect the Administrative Agent's interest in and to all of the Collateral.

8. If an Event of Default shall have occurred and be continuing, the Administrative Agent shall have, in addition to all other rights and remedies given Administrative Agent by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Rights may be located and, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Debtor, all of which are hereby expressly waived, and without advertisement, the Administrative Agent may sell at public or private sale or otherwise realize upon the whole or from time to time any part of the Rights, or any interest which the Debtor may have therein, and after deducting from the proceeds of sale or other disposition of the Rights all expenses (including all reasonable expenses for brokers' fees and legal services), the Administrative Agent shall apply the residue of such proceeds toward the payment of the Obligations in accordance with the Revolving Loan Agreement. Notice of any sale or other disposition of the Rights shall be given to Debtor at least ten (10) days before the time of any intended public or private sale or other disposition of the Rights is to be made, which Debtor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Administrative Agent may purchase the whole or any part of the Rights sold, free from any right of redemption on the part of Debtor, which right is hereby waived and released.

9. Notwithstanding anything to the contrary herein or in any agreement between Debtor and Administrative Agent, if any Event of Default shall have occurred and be continuing, in addition to any and all other rights and remedies that the Administrative Agent may have under any other agreements or at law, the Debtor hereby irrevocably constitutes and appoints the Administrative Agent, and any officer, agent or employee thereof, with full power of substitution, as its true and lawful attorney-in-fact, with full irrevocable power and authority in the place and stead of Debtor and in the name of Debtor or in Administrative Agent's own name, all acts of said attorney being hereby ratified and confirmed, except to the extent any of the same constitute gross negligence or willful misconduct, such power being coupled with an interest is irrevocable: (a) to convey to the Administrative Agent or any purchaser any or all of the Rights, together with the goodwill of the business represented thereby, and to execute and file or cause

to be filed any and all assignments and other documents and instruments that may be necessary or desirable to accomplish the purposes of such conveyance; (b) to collect proceeds from the Rights (including, by way of example, license, royalties and proceeds of infringement suits); (c) to convey in any bona fide transactions to a purchaser goods utilizing any of the Marks; and (d) to make payment or discharge taxes or liens levied or placed upon or threatened against any goods utilizing the Rights, the legality or validity thereof, and the amounts necessary to discharge the same, to be determined by the Administrative Agent, in its sole discretion, and such payments made by the Administrative Agent to become the obligations of Debtor to the Administrative Agent, due and payable immediately, without demand.

10. At such time as the Debtor shall completely satisfy all the Obligations, the Administrative Agent shall execute and deliver to Debtor all releases, deeds, assignments and other instruments as may be necessary or proper to discharge the Administrative Agent's security interest in and lien upon the Rights, subject to any disposition thereof which may have been made by the Administrative Agent pursuant hereto. Upon the sale of any Rights that is permitted under the Revolving Loan Agreement, the Administrative Agent shall execute and deliver to Debtor all releases, deeds, assignments and other instruments as may be necessary or proper to discharge the Administrative Agent's security interest in and lien upon such Rights.

11. Debtor shall have the duty, through counsel, to prosecute diligently any application in respect of any of the Rights pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full. Any expenses incurred in connection with such an application shall be borne by Debtor.

12. At such time as the Administrative Agent becomes the owner of the Rights, as provided in this Agreement, the Administrative Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Rights and any license thereunder, in which event Debtor shall at the request of the Administrative Agent do any and all lawful acts and execute any and all necessary documents required by the Administrative Agent in aid of such enforcement and Debtor shall promptly, upon demand, reimburse and indemnify the Administrative Agent for all costs and expenses incurred by the Administrative Agent in the exercise of its rights under this Paragraph, provided however, if the Administrative Agent shall not bring suit hereunder, then Debtor, upon prior written consent of the Administrative Agent (which consent shall not be unreasonably withheld), shall have the right, with counsel of its own selection, to bring such suit prosecute and settle the same, at its own cost and expense.

13. No course of dealing between Debtor and the Administrative Agent nor any failure to exercise, nor any delay in exercising, on the part of the Administrative Agent, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other further exercise thereof or the exercise of any other right, power or privilege.

14. All of the Administrative Agent's rights and remedies with respect to the Rights whether established hereby or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

15. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

16. This Agreement is subject to modification only by a writing signed by the parties.

17. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

18. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Rhode Island.

19. All notices, communications and distributions hereunder shall be given or made to the parties at their respective addresses set forth on the last page hereof, or at such other address as the addressee may hereafter specify for the purpose by written notice to the other party hereto in accordance with the requirements of the Revolving Loan Agreement.

20. DEBTOR AND, BY ACCEPTANCE HEREOF, THE ADMINISTRATIVE AGENT AND EACH OF THE LENDERS, HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER REVOLVING LOAN DOCUMENTS CONTEMPLATED TO BE EXECUTED IN CONNECTION HERewith OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR THE ADMINISTRATIVE AGENT AND THE LENDERS TO ACCEPT THIS AGREEMENT.

**\*The next page is a signature page\***



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers as of the date first above written.

WITNESS:

CARLA CORP.

Edel G. Cla

By: Ralph Fleming III  
Name: Ralph Fleming III  
Title: President

BANK RHODE ISLAND, as Administrative Agent

By: W. Timothy Coggins  
Name: W. Timothy Coggins  
Title: Senior Vice President

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

In Providence on the 9<sup>th</sup> day of September, 2011, before me personally appeared Ralph Fleming III, President of CARLA CORP., to me known and known by me to be the person executing the foregoing instrument and he acknowledged the foregoing by him executed to be his free act and deed in his said capacity and the free act and deed of CARLA CORP.

Edel G. Cla  
Notary Public Edward G. Avila  
My commission expires: 7/9/13

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

In Providence on the 9<sup>th</sup> day of September, 2011, before me personally appeared W. Timothy Coggins, Senior Vice President, of BANK RHODE ISLAND, to me known and known by me to be the person executing the foregoing instrument and she acknowledged the foregoing by her executed to be her free act and deed in her said capacity and the free act and deed of BANK RHODE ISLAND.

W. Timothy Coggins  
Notary Public  
My commission expires: 9/6/14

SCHEDULE A

List of trademark applications, trademarks, servicemarks, and tradenames

1. NABCO, USPTO Registration No. 1172185
2. "C" (stylized), USPTO Registration No. 296066
3. CARLA, USPTO Registration No. 868384
4. Nancy B – Trade Name
5. CASANDRA, USPTO Registration No. 3010201