

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Donald J. Weiss		10/26/2011	INDIVIDUAL:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	North Shore Community Bank & Trust Company		
<b>Street Address:</b>	7800 Lincoln Avenue		
<b>City:</b>	Skokie		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60077		
<b>Entity Type:</b>	Banking Association: ILLINOIS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2847938	PAYLOW	
<b>Registration Number:</b>	3667597	WISE GUYS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)551-1101		
<b>Phone:</b>	312-551-8300		
<b>Email:</b>	ipdocket@pfs-law.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Patzik, Frank & Samotny Ltd.		
<b>Address Line 1:</b>	150 S. Wacker Drive		
<b>Address Line 2:</b>	Suite 1500		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	6044-001		
<b>NAME OF SUBMITTER:</b>	Jordan Herzog		
<b>Signature:</b>	/Jordan Herzog/		

**CH \$65.00 2847938**

Date:

11/17/2011

**Total Attachments: 8**

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## PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 26, 2011, by and among WISEWAY SUPER FOOD CENTER, INC., an Indiana corporation d/b/a WiseWay Food Center Store #610 ("**Store #610**"), PORTER SUPER CENTERS, LLC, an Indiana limited liability company d/b/a WiseWay Food Center Store #620 ("**Store #620**"), SUPER CENTER, LLC, an Indiana limited liability company d/b/a PayLow Discount Foods Store #635 ("**Store #635**"), WISEWAY, LLC, an Indiana limited liability company d/b/a PayLow Discount Foods Store #641 ("**Store #641**"), PIONEER RETAIL LLC, an Indiana limited liability company d/b/a WiseWay Food Center Store #649 and Store #680 ("**Stores #649/680**"), SUPER CENTER, INC., an Indiana corporation d/b/a PayLow Discount Foods Store #670 ("**Store #670**"), HOBART RIDGE CORPORATION, an Indiana corporation d/b/a WiseWay Food Center Store #691 ("**Store #691**"), MERRILL LIQUORS LLC, an Indiana limited liability company d/b/a WiseGuys Discount Liquors Store #741 ("**Store #741**"), Donald J. Weiss, an Illinois resident ("**Weiss**"), and NORTH SHORE COMMUNITY BANK & TRUST COMPANY, an Illinois banking association (the "**Bank**"). Store #610, Store #620, Store #635, Store #641, Stores #649/680, Store #670, Store #691 and Store #741 are hereinafter sometimes individually referred to as a "**Borrower**" and collectively as the "**Borrowers.**" Borrowers and Weiss are hereinafter sometimes individually referred to as a "**Grantor**" and collectively as the "**Grantors.**"

### RECITALS

- A. The Borrowers have entered into a Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**") with the Bank, pursuant to which the Bank has agreed to make secured loans to the Borrowers.
- B. Weiss, directly or through entities controlled by Weiss, is a majority owner of each of the Borrowers.
- C. Weiss is the registered owner of certain trademarks used in the business of the Borrowers.
- D. Pursuant to the Loan Agreement, the Grantors are required to execute and deliver to the Bank this Agreement.
- E. Pursuant to the terms of the Loan Agreement, Borrowers have granted to the Bank a security interest in substantially all of the assets of the Grantors, including all right, title and interest of the Grantors in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantors under the Loan Agreement.

In consideration of the mutual agreements set forth herein and in the Loan Agreement, the Grantors do hereby grant to the Bank a continuing security interest in all of Grantors' right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:


- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by any of the Grantors against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the “**Trademark Collateral**”);
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith; and
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by any of the Grantors against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the “**Patent Collateral**”).

This security interest is granted in conjunction with the security interests granted to the Bank pursuant to the Loan Agreement and subject to limitations set forth therein. The Grantors hereby acknowledge and affirm that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement.


[signature page follows]

The Grantors have caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.


WISEWAY SUPER FOOD CENTER, INC.

By:   
Name: Donald J. Weiss  
Title: President


PORTER SUPER CENTERS, LLC

By:   
Name: Donald J. Weiss  
Title: Manager

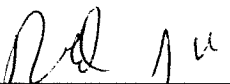
SUPER CENTER, LLC

By:   
Name: Donald J. Weiss  
Title: Manager

WISEWAY, LLC

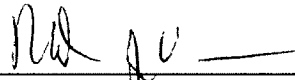
By:   
Name: Donald J. Weiss  
Title: Manager

PIONEER RETAIL LLC


By:   
Name: Donald J. Weiss  
Title: Manager

**[Patent and Trademark Security Agreement Signature Page Continued]**

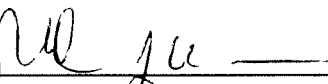
SUPER CENTER, INC.

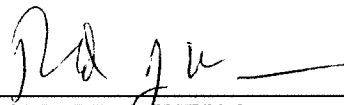
By:   
Name: Donald J. Weiss  
Title: President

HOBART RIDGE CORPORATION

By:   
Name: Donald J. Weiss  
Title: President

MERRILL LIQUORS LLC

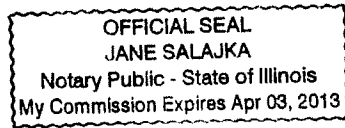
By:   
Name: Donald J. Weiss  
Title: Manager

  
DONALD J. WEISS

**[Patent and Trademark Security Agreement Signature Page Continued]**

STATE OF ILLINOIS     )  
                                  ) ss  
COUNTY OF COOK     )

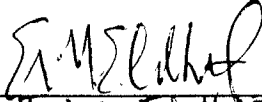
The foregoing was acknowledged before me this 20th day of October, 2011 by Donald J. Weiss.



*Jane Salajka*  
\_\_\_\_\_  
Notary Public

Agreed and accepted:

NORTH SHORE COMMUNITY BANK &  
TRUST COMPANY, an Illinois banking association

By:   
Name: Eric M Edrington  
Title: Vice President



SCHEDULE 1  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Unregistered Trademarks

Grantor	Trademark
Store #610	WiseWay Food Center
Store #620	WiseWay Food Center
Store #635	PayLow Discount Food Center
Store #641	PayLow Discount Food Center
Store #649	WiseWay Food Center
Store #670	PayLow Discount Food Center
Store #691	WiseWay Food Center
Store #741	Wise Guys Discount Liquors

Registered Trademarks

Grantor	Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Weiss	PAYLOW	--	2,847,938	--	June 1, 2004
Weiss	WISE GUYS	--	3,667,597	--	August 11, 2009

SCHEDULE 2  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT

**Patents, Patent Applications and Patent Licenses**

None.