

**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
Stagnito Partners, LLC		11/22/2011	LIMITED LIABILITY COMPANY: DELAWARE
Stagnito Holdings LLC		11/22/2011	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Village Bank & Trust
<b>Street Address:</b>	234 W. Northwest Highway
<b>City:</b>	Arlington Heights
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60004
<b>Entity Type:</b>	a State bank: ILLINOIS

**PROPERTY NUMBERS Total: 16**

Property Type	Number	Word Mark
Registration Number:	1136761	CONVENIENCE STORE INDUSTRY REPORT
Registration Number:	1136760	CONVENIENCE STORE NEWS
Registration Number:	3896343	CONVENIENCE STORE NEWS FOR THE SINGLE STORE OWNER
Registration Number:	2928524	DIRECTORY OF CONVENIENCE STORES
Serial Number:	85312918	DIRECTORY OF CONVENIENCE STORES
Registration Number:	3896342	HISPANIC RETAIL 360 SUMMIT
Registration Number:	3112005	PROGRESSIVE GROCER
Serial Number:	85242147	PROGRESSIVE GROCER'S STORE BRANDS
Serial Number:	85242148	PROGRESSIVE GROCER'S STORE BRANDS
Serial Number:	85242150	PROGRESSIVE GROCER'S STORE BRANDS
Serial Number:	85242151	PROGRESSIVE GROCER'S STORE BRANDS

**CH \$415.00 1136761**

Serial Number:	85362631	RETAIL LEADER
Serial Number:	85362632	RETAIL LEADER
Serial Number:	85362633	RETAIL LEADER
Serial Number:	85362634	RETAIL LEADER
Registration Number:	1309511	THE GOURMET RETAILER

**CORRESPONDENCE DATA**

Fax Number: (312)609-5005  
Phone: (312) 609-7838  
Email: podonoghue@vedderprice.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Correspondent Name: Patricia O'Donoghue, Vedder Price P.C.  
Address Line 1: 222 North LaSalle Street  
Address Line 2: Suite 2500  
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	37003000003-D.SCHOENDORFF
NAME OF SUBMITTER:	Patricia O'Donoghue
Signature:	/Patricia O'Donoghue/
Date:	12/13/2011

**Total Attachments: 24**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is entered into as of November 22, 2011, by Stagnito Partners, LLC ("Borrower") and Stagnito Holdings LLC ("Guarantor"; each a "Pledgor" and collectively, the "Pledgors"), in favor of Village Bank & Trust (the "Lender").

### WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") by and among Borrower, Guarantor and Lender, pursuant to which Lender has agreed to make certain Loans and other extensions of credit to the Borrower from time to time, guaranteed by Guarantor, pursuant to the terms and conditions thereof; and

WHEREAS, Lender is willing to extend credit to the Borrower as provided for in the Loan Agreement, but only upon the condition, among others, that each Pledgor shall have executed and delivered this Agreement in order to secure the payment and performance of, among other things, all now existing or hereafter arising Obligations (as defined in the Loan Agreement) of the Pledgors under the Loan Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Defined Terms.

(a) Capitalized terms used herein shall have the meanings ascribed to such terms in the Loan Agreement to the extent not otherwise defined or limited herein.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and paragraph references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. Incorporation of the Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

4. Grant of Security Interest in Trademarks, Patents, Copyrights and Licenses. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, each Pledgor hereby grants to the Lender, a security interest in, as and by way of a first mortgage

and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of each Pledgor's now owned or existing and hereafter acquired or arising:

(a) (i) trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule 1 attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, (D) the goodwill of such Pledgor's business symbolized by the foregoing and connected therewith, and (E) all of such Pledgor's rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, registered trademarks and trademark applications, service marks, registered service marks and service mark applications, together with the items described in clauses (A)-(E) in this Paragraph 4(a)(i), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and (ii) all proceeds of any and all of the foregoing, including, without limitation, license royalties and proceeds of infringement suits.

(b) (i) patents and patent applications, including, without limitation, the patents and patent applications listed on Schedule 2 attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, and (D) all of such Pledgor's rights corresponding thereto throughout the world (all of the foregoing patents and patent applications, together with the items described in clauses (A)-(D) in this Paragraph 4(b)(i), are sometimes hereinafter individually and/or collectively referred to as the "Patents"); and (ii) all proceeds of any and all of the foregoing, including, without limitation, license royalties and proceeds of infringement suits.

(c) (i) copyrights and copyright registrations, including, without limitation, the copyright registrations listed on Schedule 3 attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, (D) the goodwill of such Pledgor's business symbolized by the foregoing and connected therewith, and (E) all of such Pledgor's rights corresponding thereto throughout the world (all of the foregoing copyrights and copyright registrations, together with the items described in clauses (A)-(E) in this Paragraph 4(c)(i), are sometimes hereinafter individually and/or collectively referred to as the "Copyrights"); and (ii) all proceeds of any and all of the foregoing, including, without limitation, licensed royalties and proceeds of infringement suits.

(d) rights under or interest in any patent, trademark or copyright license agreements under which Pledgors license rights associated with the Trademarks, Patents, Copyrights, or Domain Names to any other party, including, without limitation, the license agreements listed on Schedule 4 attached hereto and made a part hereof, and the right to use the foregoing in connection with the enforcement of the Lender's rights under the Loan Agreement, (all of the foregoing are hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this Paragraph 4(d), the Licenses shall not include any license agreement in effect as of the date hereof which by its terms prohibits the grant of the security contemplated by this Agreement; provided, however, that upon the termination of such prohibitions for any reason whatsoever, the provisions of this Paragraph 4 shall be deemed to apply thereto automatically.

(e) rights under or interests in any internet domain names and internet domain registration agreement including, without limitation, those listed on Schedule 5 attached hereto and made a part hereof, and the right to use the foregoing in connection with the enforcement of the Lender's rights under the Loan Agreement (all of the foregoing are hereafter referred to collectively as the "Domain Names"), and all proceeds of the foregoing.

5. Restrictions on Future Agreements. No Pledgor shall, without the Lender's prior written consent, enter into any agreement, including, without limitation, any intellectual property security agreement, which is inconsistent with this Agreement, and each Pledgor further agrees that it will not take any action, and will use its commercially reasonable efforts not to permit any action to be taken by others subject to its control, including, without limitation, licensees, or fail to take any action, which would in any material respect adversely affect the validity or enforcement of the rights transferred to the Lender under this Agreement or the rights associated with the Trademarks, Patents, Copyrights, Domain Names or Licenses.

6. New Intellectual Property Rights. Each Pledgor represents and warrants that, from and after the date hereof, (a) the Trademarks listed on Schedule 1 include all of the trade names, registered trademarks, trademark applications, registered service marks and service mark applications now owned by any Pledgor, (b) the Patents listed on Schedule 2 include all of the patents and patent applications now owned by any Pledgor, (c) the Copyrights listed on Schedule 3 include all of the copyright applications and registrations now owned by any Pledgor, (d) the Licenses listed on Schedule 4 include all of the patent, trademark or copyright license agreements under which any Pledgor is the licensor, (e) the Domain Names listed on Schedule 5 list all of the domain names and internet registrations owned by the Pledgors, and (f) no Liens, claims or security interests in such Trademarks, Patents, Copyrights, Domain Names or Licenses have been granted by any Pledgor to any Person other than the Lender for the benefit of the Lender and except as disclosed in the Loan Agreement. If, prior to the termination of this Agreement, any Pledgor shall (i) obtain rights to or become entitled to the benefit of any new trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) obtain rights to or become entitled to the benefit of any patent or patent application or any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent, (iii) obtain rights to or become entitled to the benefit of any new copyrights or copyright registrations, (iv) obtain rights to or become entitled to the benefit of any new trademark, patent or copyright license agreements as licensor, or license renewals, (v) enter into any new license agreement, the provisions of

Paragraph 4 above shall automatically apply thereto (to the extent permitted by licensors under agreements in connection with the granting of such licenses) or (vi) obtain rights or become entitled to the benefits of any additional Domain Names. The Pledgors shall give to the Lender reasonably prompt written notice of events described in clauses (i)-(vi) of the preceding sentence. Each Pledgor hereby agrees to modify this Agreement (i) by amending Schedule 1 to include any future trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications that are Trademarks under Paragraph 4 above or under this Paragraph 6, (ii) by amending Schedule 2 to include any future patents and patent applications, which are Patents under Paragraph 4 above or under this Paragraph 6, (iii) by amending Schedule 3 to include any future copyrights and copyright registrations, which are Copyrights under Paragraph 4 above or under this Paragraph 6, (iv) by amending Schedule 4 to include any future trademark, patent or copyright license agreements that are Licenses under Paragraph 4 above or under this Paragraph 6, (v) by amending Schedule 5 to include any future Domain Names. Each Pledgor hereby authorizes the Lender to file, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule 1 thereto, as the case may be, such future trademarks, tradenames, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and containing on Schedule 2 thereto, as the case may be, such future patents and patent applications, and containing on Schedule 3, as the case may be, such future copyrights and copyright registrations, and containing on Schedule 4 thereto, as the case may be, such future license agreements.

7. Royalties. Each Pledgor hereby agrees that the use by the Lender of the Trademarks, Patents, Copyrights, Domain Names and Licenses as authorized hereunder in connection with the exercise of its rights and remedies under Paragraph 16 or pursuant to the Loan Agreement shall be coextensive with such Pledgor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Lender to such Pledgor.

8. Further Assignments and Security Interest. Each Pledgor agrees (a) not to sell or assign any of its interests in the Trademarks, Copyrights, Patents or Domain Names without the prior written consent of the Lender and (b) not to sell or assign its respective interests in the Licenses without the prior and express written consent of the Lender, in each case not to be unreasonably withheld.

9. Nature and Continuation of the Lender's Security Interest; Termination of the Lender's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks, Patents, Copyrights and Licenses and shall terminate only when the Obligations have been paid in full in cash and the Loan Agreement has been terminated. When this Agreement has terminated, the Lender shall promptly execute and deliver to the Pledgors, at such Pledgor's expense, all termination statements and other instruments as may be necessary or proper to terminate the Lender's security interest in the Trademarks, Patents, Copyrights and Licenses, subject to any disposition thereof which may have been made by the Lender or the Lender, or any of them, pursuant to this Agreement.

10. Duties of Each Pledgor. Each Pledgor shall have the duty, to the extent desirable in the normal conduct of such Pledgor's business, (a) to prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, (b) to prosecute diligently any patent application that is part of the Patents pending as of the date hereof or hereafter until the termination of this Agreement, and (c) to take all reasonable and necessary action to preserve and maintain all of the such Pledgor's rights in the Trademarks, Patents, Copyrights, Domain Names and Licenses. Each Pledgor further agrees (i) not to abandon any Trademark, Patent, Copyright, Domain Names or License that is necessary or economically desirable in the operation of such Pledgor's business without the prior written consent of the Lender, and (ii) to use its commercially reasonable efforts to maintain in full force and effect the Trademarks, Patents, Copyrights, Domain Names and Licenses that are or shall be necessary or economically desirable in the operation of such Pledgor's business. Any expenses incurred in connection with the foregoing shall be borne by the Pledgors. Lender shall have no duty with respect to the Trademarks, Patents, Copyrights, Domain Names or Licenses.

11. Indemnification by Each Pledgor. Each Pledgor hereby agrees to indemnify and hold harmless the Lender for any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements (including, without limitation, reasonable attorneys' fees) of any kind whatsoever which may be imposed on, incurred by or asserted against the Lender in connection with or in any way rising out of any third party suits, proceedings or other actions, relating to any or all of the Trademarks, Patents, Copyrights, Domain Names or Licenses (including, without limitation, suits, proceedings or other actions in which an allegation of liability, strict or otherwise, is or may be made by any Person who alleges or may allege having suffered damages as a consequence of alleged improper, imprudent, reckless, negligent, willful, faulty, defective or substandard design, testing, specification, manufacturing supervision, manufacturing defect, manufacturing deficiency, publicity or advertisement or improper use, howsoever arising or by whomsoever caused, of any inventions disclosed and claimed in the Patents or any of them); unless with respect to any of the above, the Lender is judicially determined to have acted or failed to act with gross negligence or willful misconduct. The indemnification in this paragraph shall survive the termination of this Agreement.

12. Reserved

13. Waivers. The Lender's failure, at any time or times hereafter, to require strict performance by each Pledgor of any provision of this Agreement shall not waive, affect or diminish any right of the Lender thereafter to demand strict compliance and performance therewith nor shall any course of dealing between any Pledgor and the Lender have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of any Pledgor contained in this Agreement shall be deemed to have been suspended or waived by the Lender unless such suspension or waiver is in writing signed by an officer of the Lender, and directed to such Pledgor and specifying such suspension or waiver.



14. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but 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 hereof, 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.

15. Modification. Neither this Agreement nor any provision hereof may be altered, amended or modified in any way, except as specifically provided in Paragraph 6 hereof or in a written instrument signed by the parties hereto.

16. Power of Attorney; Cumulative Remedies.

(a) Each Pledgor hereby irrevocably designates, constitutes and appoints the Lender (and all officers and Lenders of the Lender designated by the Lender in its sole and absolute discretion) as such Pledgor's true and lawful attorney-in-fact, and authorizes the Lender and any of the Lender's designees, in such Pledgor's or the Lender's name, upon the occurrence and during the continuation of an Event of Default to take any action and execute any instrument necessary or reasonably advisable to accomplish the purposes of this Agreement, including, without limitation, to (i) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Patents, Copyrights, Domain Names or Licenses to anyone to recover the payment of the Obligations, and (ii) grant or issue any exclusive or nonexclusive license under the Trademarks, Patents, Copyrights, Domain Names or Licenses to anyone to recover the payment of the Obligations. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement is terminated. Each Pledgor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Lender under the Loan Agreement or any other Loan Document, but rather is intended to facilitate the exercise of such rights and remedies.

(b) The Lender shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies 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 Trademarks, Patents, Copyrights, Domain Names or Licenses may be located or deemed located. Upon the occurrence and continuance of an Event of Default and the election by the Lender to exercise any of its remedies under the Uniform Commercial Code, as in effect in any jurisdiction, with respect to the Trademarks, Patents, Copyrights, Domain Names or Licenses, each Pledgor agrees to assign, convey and otherwise transfer title in and to the Trademarks, Patents, Copyrights, Domain Names and Licenses, to the Lender or any transferee of the Lender and to execute and deliver to the Lender or any such transferee all such agreements, documents and instruments as may be necessary, in the Lender's sole discretion, to effect such assignment, conveyance and transfer. All of the Lender's rights and remedies with respect to the Trademarks, Patents, Copyrights, Domain Names and Licenses, whether established hereby, by the Loan Agreement or by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and continuance of

an Event of Default, the Lender may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement or any of the Other Agreements. To the extent permitted by applicable law, each Pledgor agrees that any notification of intended disposition of any of the Trademarks, Patents, Copyrights, Domain Names or Licenses required by law shall be deemed reasonably and properly given if given at least ten (10) days before such disposition; provided, however, that the Lender may give any shorter notice that is commercially reasonable under the circumstances.

17. Successors and Assigns. This Agreement shall be binding upon each Pledgor and their successors and assigns, and shall inure to the benefit of the Lender and their nominees, successors and assigns. Each Pledgor's successors and assigns shall include, without limitation, a receiver or a trustee of any Pledgor; provided, however, that no Pledgor shall voluntarily assign or transfer its rights or obligations hereunder without the Lender's prior written consent.

18. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois applicable to agreements made and to be performed in Illinois.

19. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Loan Agreement.

20. Paragraph Titles. The paragraph titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

21. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate 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. Delivery of a counterpart hereof via facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

22. Merger. This Agreement, together with the other Loan Documents, represents the final agreement of each Pledgor and the Lender with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between each Pledgor and the Lender.

23. Effectiveness. This Agreement shall become effective on the Closing Date.

*(Signature Page to Intellectual Property Security Agreement)*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**BORROWER:**

Stagnito Partners, LLC, a Delaware limited liability company

By: Stephen Lebowitz  
Stephen Lebowitz  
President

**GUARANTOR:**

Stagnito Holdings LLC, a Delaware limited liability company

By: Stephen Lebowitz  
Stephen Lebowitz  
President

**Address for Notices:**

c/o Borrower  
570 Lake Cook Road, Suite 106  
Deerfield, Illinois 60015  
Attention: Stephen Lebowitz  
Telecopier: (516) 625-9499  
E-Mail: [slebowitz@topspinpartners.com](mailto:slebowitz@topspinpartners.com)



**SCHEDULE 1  
TRADEMARKS**

**REGISTERED AND PENDING U.S. TRADEMARK PROPERTIES**

<u>MARK</u>	<u>STATUS</u>	<u>GOODS/SERVICES</u>
<b>CONVENIENCE STORE INDUSTRY REPORT</b> (words only) Reg. #: 1,136,761 Reg. Date: 6/10/1980 Serial #: 73154211 File Date: 1/4/1978 Register: Principal Jurisdiction: USA	Registered	IC 16 Trade magazine
<b>CONVENIENCE STORE NEWS</b> (words only) Reg. #: 1,136,760 Reg. Date: 6/10/1980 Serial # 73154166 File Date: 1/13/1978 Register: Principal Jurisdiction: USA	Registered	IC 16 Trade magazine.
<b>CONVENIENCE STORE NEWS FOR THE SINGLE STORE OWNER</b> (words only) Reg. #: 3,896,343 Reg. Date: 12/28/2010 Serial #: 77919142 File Date: 1/25/2010 Register: Principal Jurisdiction: USA	Registered	IC 16 Magazines in the field of retail stores
<b>DIRECTORY OF CONVENIENCE STORES</b> (words only) Reg. #: 2,928,524 Reg. Date: 3/10/2005 Serial #: 76534012 File Date: 8/1/2003 Register: Principal Jurisdiction: USA	Registered	IC 16 Printed directories containing company profiles  IC 09 [Pre-recorded CD ROMs containing data bases information about companies and convenience stores][goods deleted from registration]
<b>DIRECTORY OF CONVENIENCE STORES</b> (words only) Reg. #: Reg. Date: Serial #: 85312918 File Date: 5/5/2011 Register: Principal Jurisdiction: USA	Pending	IC 41 Non downloadable electronic publications in the nature of a directory in the field of convenience stores

<u>MARK</u>	<u>STATUS</u>	<u>GOODS/SERVICES</u>
<b>HISPANIC RETAIL 360 SUMMIT</b> (words only) Reg.#: 3896342 Reg. Date: 12/28/2010 Serial #: 77917518 File Date: 01/22/10 Register: Principal Jurisdiction: USA	Registered	IC 035. Arranging and conducting trade shows in the field of sales
<b>PROGRESSIVE GROCER</b> (words only) Reg. #: TMA 116072 Reg. Date: 11/27/59 Serial #: File Date: 5/16/1959 Jurisdiction: Canada	Registered	IC 16 Periodic trade publication
<b>PROGRESSIVE GROCER</b> (words only) Reg. #: 1467370 Reg. Date: 9/8/2008 Serial #: File Date: 7/5/2006 Jurisdiction: India	Registered	IC 16 Periodic trade publications, namely magazines and newsletters directed to the food service industry.
<b>PROGRESSIVE GROCER</b> (words only) Reg.#:3,112,005 Reg. Date: 7/4/2006 Serial #: 78/675903 File Date: 7/22/2005 Register: Principal Jurisdiction: USA	Registered	IC 16 Trade Publication distributed to the food distribution industry
<b>PROGRESSIVE GROCER'S STORE BRANDS</b> (words only) Reg.#: Reg. Date: Serial #: 85242147 File Date: 2/14/2011 Register: Principal Jurisdiction: USA	Pending	IC 9 Downloadable electronic publications in the nature of electronic magazines, trade journals, newsletters, feature reports, monographs and electronic supplements to the foregoing in the field of product branding; downloadable electronic newsletters delivered by e-mail in the field of product branding
<b>PROGRESSIVE GROCER'S STORE BRANDS</b> (words only) Reg.#: Reg. Date: Serial #: 85242148 File Date: Register: Principal Jurisdiction: USA	Pending	IC 16 Printed publications, namely, magazines, trade journals, newsletters, feature reports, monographs, and printed supplements to the foregoing in the field of product branding


<u>MARK</u>	<u>STATUS</u>	<u>GOODS/SERVICES</u>
<b>PROGRESSIVE GROCER'S STORE BRANDS</b> (words only) Reg. #: Reg. Date: Serial #: 85242150 File Date: 2/14/2011 Register: Principal Jurisdiction: USA	Pending	IC 35 Advertising services, namely, providing advertising space in print and electronic magazines, newsletters, feature reports, supplements to the foregoing and on web sites that concern information in the field of product branding
<b>PROGRESSIVE GROCER'S STORE BRANDS</b> (words only) Reg. #: Reg. Date: Serial #: 85242151 File Date: 2/14/2011 Register: Principal Jurisdiction: USA	Pending	IC 41 Arranging, conducting and promoting trade shows in the field of product branding; educational services, namely, conducting classes, seminars, workshops, conferences, and symposiums in the field of product branding and distribution of course materials in connection therewith
<b>RETAIL LEADER</b> (words only) Reg. #: Reg. Date: Serial #: 85362631 File Date: 07/04/2011 Register: Principal Jurisdiction: USA	Pending ITU	IC 9 Downloadable electronic publications in the nature of electronic magazines, trade journals, newsletters, and feature reports in the field of product branding; downloadable electronic newsletters delivered by e-mail in the field of retail food and allied industries
<b>RETAIL LEADER</b> (words only) Reg. #: Reg. Date: Serial #: 85362632 File Date: 07/04/2011 Register: Principal Jurisdiction: USA	Pending ITU	IC 16 Printed publications, namely, magazines, trade journals, newsletters, and feature reports in the field of retail food and allied industries
<b>RETAIL LEADER</b> (words only) Reg. #: Reg. Date: Serial #: 85362633 File Date: 07/04/2011 Register: Principal Jurisdiction: USA	Pending ITU	IC 35 Advertising services, namely, providing advertising space in print and electronic magazines, journals, newsletters, and feature reports, and on web sites, that concern information in the field of retail food and allied industries
<b>RETAIL LEADER</b> (words only) Reg. #: Reg. Date: Serial #: 85362634 File Date: 07/04/2011 Register: Principal Jurisdiction: USA	Pending ITU	IC 41 Providing business information to the retail food and allied industries via a website.

<u>MARK</u>	<u>STATUS</u>	<u>GOODS/SERVICES</u>
<b>THE GOURMET RETAILER</b> (words only) Reg. #: 1309511 Reg. Date: 12/11/1984 Serial#: 73396814 File Date: 09/30/1982 Register: Supplemental Jurisdiction: USA	Registered	IC 16 Magazines.

**COMMON LAW TRADEMARK PROPERTIES**

<u>MARK</u>	<u>GOODS/SERVICES</u>
<b>CATEGORY CAPTAINS 2010: SMARTER, FASTER, STRONGER</b>	Printed publication, namely, trade journal in the field of retail food and allied industries
<b>CONVENIENCE STORE NEWS</b> (words only)	Downloadable webinars in the field of convenience stores
<b>CONVENIENCE STORE NEWS</b> (words only)	Advertising services; providing advertising in print and electronic magazines and journals.
<b>CONVENIENCE STORE NEWS</b> (words only)	Non-downloadable electronic publication in nature of articles in the field of convenience stores; arranging conducting and promoting trade shows in the field of convenience stores and including classes, seminars, lectures and the distribution of materials related thereto
<b>CONVENIENCE STORE NEWS FOR SINGLE STORE OWNER</b> (words only)	Advertising services; provided advertising in print and electronic magazines and journals.
<b>CONVENIENCE STORE NEWS FOR SINGLE STORE OWNER</b> (words only)	Non-downloadable electronic publication in the nature of articles in the field of convenience stores where owner has one store.
<b>CONVENIENCE STORE NEWS ROUNDTABLES EXECUTIVE RETAILER ROUNDTABLES</b>	Arranging and conducting industry meetings in the field of sales
<b>CSNEWS 2009 FOODSERVICE STUDY</b>	Printed publication, namely, trade journal in the field of retail food and allied indu
<b>CSNEWS 2009 INDUSTRY FORECAST STUDY</b>	Printed publication, namely, trade journal in the field of retail food and allied indu
<b>CSNEWS 2010 INDUSTRY FORECAST STUDY</b>	Printed publication, namely, trade journal in the field of retail food and allied indu
<b>CSNEWS FOR THE SINGLE STORE OWNER</b>	Magazines in the field of retail stores
<b>CSNEWS' 2009 TECHNOLOGY STUDY</b>	Printed publication, namely, trade journal in the field of retail food and allied industries
<b>CSNEWS' 2010 TECHNOLOGY STUDY</b>	Printed publication, namely, trade journal in the field of retail food and allied industries
<b>CSNEWS' 2011 TECHNOLOGY STUDY</b>	Printed publication, namely, trade journal in the field of retail food and allied industries



<u>MARK</u>	<u>GOODS/SERVICES</u>
<b>DIRECTORY OF CONVENIENCE STORES</b>	Electronic and printed publication in the field of retail food and allied industries
<b>GOURMET INSIGHTS</b>	Arranging and conducting trade shows in the field of sales
<b>HISPANIC RETAIL 360 SUMMIT AND DESIGN</b>  	Arranging and conducting trade shows in the field of sales
<b>INDUSTRY FORECAST COUNCIL</b>	Arranging and conducting industry meetings in the field of sales
<b>MARKETING GUIDEBOOK</b>	Electronic and printed publication in the field of retail food and allied industries
<b>PROGRESSIVE GROCER</b> (words only)	Providing business information to the food distribution industry via a website.
<b>RETAIL 2020</b>	Arranging and conducting trade shows in the field of sales
<b>THE GOURMET RETAILER</b> (words only)	Non-downloadable electronic publication in the nature of articles relating to the field of retailing of gourmet food
<b>THE GOURMET RETAILER</b> (words only)	Advertising services, namely, providing advertising space in print and electronic magazines, newsletters, feature reports, supplements to the foregoing and on web sites that concern information in the field of retailing of gourmet food



**SCHEDULE 2  
PATENTS**

**NONE**



## SCHEDULE 3 COPYRIGHTS

### COPYRIGHT PROPERTIES

Copyright subject matter in following websites:

beverageaisle.com	retail2020.net
beverageaisleweekly.com	retailleader.net
beverageprofitguide.com	retailmeasurementguide.com
beverageretailingsummit.com	retailtechnology.csnews.com
conveniencestorenews.com	singlestoreoperator.com
conveniencestorenewsonline.com	singlestoreowner.com
conveniencestores.com	smokelessmaxprofit.com
csnews.com	smokelessmaxprofits.com
csnewsatnacs.com	stagnitomedia.com
csnewsattheshow.com	stagnitomediagroup.com
csnewsbeyondtheshow.com	subscribefreetoday.com
csnewssinglestoreoperator.com	supermarketbusiness.com
csnewssinglestoreowner.com	thegourmetretailer.com
csnewssso.com	thegourmetretailer.net
csnsinglestoreoperator.com	thegourmetretailermagazine.com
csnsinglestoreowner.com	thegourmetretailermagazine.net
csnsso.com	usfoodlink.com
c-stores.com	usfoodlink.org
foodservice.csnews.com	vnufoodsafetycenter.com
gourmetinsights.com	
gourmetretailer.com	
gourmetretailer.net	
gourmetretailermagazine.com	
gourmetretailermagazine.net	
grocerynetwork.com	
hispanic360.com	
hispanicretail360.com	
independentgrocernetwork.com	
independentgrocernetwork.net	
Industrytalk.progressivegrocer.com	
marketingguidebook.com	
pgstorebrands.com	
progressivegrocer.com	
renewfreetoday.com	

Copyright subject matter in following Publications:

CATEGORY CAPTAINS 2010: SMARTER, FASTER,  
STRONGER  
CONVENIENCE STORE NEWS FOR THE SINGLE STORE  
OWNER  
CONVENIENCE STORE INDUSTRY REPORT  
CONVENIENCE STORE NEWS  
CSNEWS 2009 INDUSTRY FORECAST STUDY  
CSNEWS 2010 INDUSTRY FORECAST STUDY  
CSNEWS FOODSERVICE RETAILING  
CSNEWS FOR THE SINGLE STORE OWNER  
CSNEWS RETAIL TECHNOLOGY  
CSNEWS' 2009 TECHNOLOGY STUDY  
CSNEWS' 2010 TECHNOLOGY STUDY  
CSNEWS' 2011 TECHNOLOGY STUDY  
DIRECTORY OF CONVENIENCE STORES  
HISPANIC RETAIL 360  
MARKETING GUIDEBOOK  
PG INDUSTRY TALK  
PG MEAT RETAILING  
PROGRESSIVE GROCER  
PROGRESSIVE GROCER INDEPENDENT  
PROGRESSIVE GROCER'S STORE BRANDS  
RELATED FOOD CHANNELS  
RETAIL LEADER  
THE GOURMET RETAILER

EVENTS AND WEBCASTS

CONVENIENCE STORE NEWS  
ROUNDTABLES/WEBCASTS  
EXECUTIVE RETAILER ROUNDTABLES  
GOURMET INSIGHTS  
HISPANIC RETAIL 360  
INDUSTRY FORECAST COUNCIL  
PROGRESSIVE GROCER WEBCASTS  
RETAIL 2020



**SCHEDULE 4**  
**LICENSE AGREEMENTS**

- Information Provider Agreement with Factiva, Inc., dated April 21, 2011
- License Agreement with Images Multitmedia, dated March 19, 2007
- LexisNexis License Agreement dated April 7, 2011
- Data Distribution and Content License Agreement with the Gale Group, Inc., dated March 31, 2011





**SCHEDULE 5  
DOMAIN NAMES**

All owned of record by Stagnito Media Group, LLC

DOMAIN NAME	EXPIRATION DATE	REGISTRAR
beverageaisle.com	June 2, 2013	Network Solutions, LLC
beverageaisleweekly.com	February 18, 2014	Network Solutions, LLC
beverageprofitguide.com	May 5, 2013	Network Solutions, LLC
beverageretailingsummit.com	December 23, 2013	Network Solutions, LLC
conveniencestorenews.com	January 4, 2013	Network Solutions, LLC
conveniencestorenewsonline.com	January 4, 2014	Network Solutions, LLC
conveniencestores.com	March 1, 2012	Network Solutions, LLC
csnews.com	March 29, 2013	Network Solutions, LLC
csnewsatnacs.com	August 23, 2013	Network Solutions, LLC
csnewsattheshow.com	September 22, 2013	Network Solutions, LLC
csnewsbeyondtheshow.com	July 18, 2012	Network Solutions, LLC
csnewssinglestoreoperator.com	December 29, 2013	Network Solutions, LLC
csnewssinglestoreowner.com	February 20, 2013	Network Solutions, LLC
csnewssso.com	December 29, 2013	Network Solutions, LLC
csnsinglestoreoperator.com	December 15, 2013	Network Solutions, LLC
csnsinglestoreowner.com	February 20, 2013	Network Solutions, LLC
csnsso.com	December 29, 2013	Network Solutions, LLC
c-stores.com	March 1, 2013	Network Solutions, LLC
foodservice.csnews.com	*	
gourmetinsights.com	May 2, 2012	Network Solutions, LLC
gourmetretailer.com	March 29, 2013	Network Solutions, LLC
gourmetretailer.net	July 3, 2013	Network Solutions, LLC
gourmetretailermagazine.com	July 3, 2013	Network Solutions, LLC
gourmetretailermagazine.net	July 3, 2013	Network Solutions, LLC
grocerynetwork.com	October 24, 2013	Network Solutions, LLC
hispanic360.com	February 18, 2014	Network Solutions, LLC
hispanicretail360.com	February 18, 2014	Network Solutions, LLC
independentgrocernetwork.com	April 3, 2012	Network Solutions, LLC
independentgrocernetwork.net	April 3, 2012	Network Solutions, LLC
Industrytalk.progressivegrocer.com	*	
marketingguidebook.com	March 1, 2013	Network Solutions, LLC
pgstorebrands.com	April 29, 2014	Network Solutions, LLC

DOMAIN NAME	EXPIRATION DATE	REGISTRAR
progressivegrocer.com	December 18, 2013	Network Solutions, LLC
renewfreetoday.com	July 20, 2012	Network Solutions, LLC
retail2020.net	August 14, 2013	Network Solutions, LLC
retailleader.net	May 26, 2012	Network Solutions, LLC
retailmeasurementguide.com	February 10, 2014	Network Solutions, LLC
retailtechnology.csnews.com	*	Network Solutions, LLC
singlestoreoperator.com	December 15, 2013	Network Solutions, LLC
singlestoreowner.com	February 20, 2013	Network Solutions, LLC
smokelessmaxprofit.com	August 1, 2013	Network Solutions, LLC
smokelessmaxprofits.com	May 26, 2013	Network Solutions, LLC
stagnitimedia.com	September 7, 2014	Network Solutions, LLC
stagnitmediagroup.com	December 24, 2013	Network Solutions, LLC
subscribeefreetoday.com	July 20, 2012	Network Solutions, LLC
supermarketbusiness.com	October 15, 2013	Network Solutions, LLC
thegourmetretailer.com	July 3, 2013	Network Solutions, LLC
thegourmetretailer.net	July 3, 2013	Network Solutions, LLC
thegourmetretailermagazine.com	July 3, 2013	Network Solutions, LLC
thegourmetretailermagazine.net	July 3, 2013	Network Solutions, LLC
usfoodlink.com	January 12, 2014	Network Solutions, LLC
usfoodlink.org	January 12, 2014	Network Solutions, LLC
vnufoodsafetycenter.com	March 5, 2013	Network Solutions, LLC

\* this is a subdomain of the noted root domain/website.