

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Super Food Services, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation
☐ Limited Liability Company
 Citizenship: DE
 Execution Date(s) December 21, 2011
 Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

2. Name and address of receiving party(ies)

☐ Yes☒ No

Additional names, addresses, or citizenship attached?

Name: Wells Fargo Capital Finance, LLCInternal
Address:Street Address: 150 South Wacker Drive, Suite 2200City: ChicagoState: ILCountry: USAZip: 60606

- ☐ Association Citizenship:
☐ General Partnership Citizenship:
☒ Limited Liability Company Citizenship: DE
☐ Corporation Citizenship:
☐ Other ___ Citizenship:

If assignee is not domiciled in the United States, a domestic representative designation is attached. ☐ Yes ☒ No
 (Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) See Attached Schedule A

B. Trademark Registration No.(s) See Attached Schedule A

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Susan O'BrienInternal Address: CT Lien SolutionsStreet Address: 187 Wolf Road, Suite 101City: AlbanyState: NYZip: 12205Phone Number: 800-342-3676Fax Number: 800-862-7049Email Address: cls-uds@albany@wolterskluwer.com

6. Total number of applications and registrations involved:

37. Total fee (37 CFR 2.8(b)(6) & 3.41) \$ 90.00

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card

Last 4 Numbers

1640

Expiration Date

10/13

b. Deposit Account Number

Authorized User Name:

9. Signature:



Signature

Kareem Ansley
Name of Person SigningDecember 21, 2011

Date

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$90.00 088558

SCHEDULE A

<u>MARK</u>	<u>REGISTRATION NUMBER/APPLICATION NUMBER</u>	<u>REGISTRATION DATE/APPLICATION DATE</u>
Fame	0885582	2/3/70
Fame	0886821	2/24/70
Fame (Stylized)	0300045	1/3/33

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, SUPER FOOD SERVICES, INC., a Delaware corporation (the "Grantor") with principal offices at 7600 France Avenue South, P.O. Box 355, Minneapolis, Minnesota 55440-0355, hereby grants to WELLS FARGO CAPITAL FINANCE, LLC, as Collateral Agent, with offices at 150 South Wacker Drive, Suite 2200, Chicago, Illinois 60606 (the "Grantee"), a continuing security interest in (i) all of the Grantor's right, title and interest in, to and under to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other pledgors from time to time party thereto and the Grantee, dated as of December 21, 2011 (as amended, modified, supplemented, extended, renewed, restated, refinanced, restructured or replaced from time to time, the "Security Agreement").

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Grant as of
the 21st day of December, 2011.

SUPER FOOD SERVICES, INC., as Grantor

By: Robert B. Dimond

Name: Robert B. Dimond

Title: President & Treasurer

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

[Signature Page to Grant of Security Interest in United States Trademarks]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

WELLS FARGO CAPITAL FINANCE, LLC,
as Collateral Agent and Grantee

By: 

Name: Brian Kennedy

Title: Director

[Signature Page to Grant of Security Interest in United States Trademarks]