

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security and Pledge Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Earth Fare, Inc.		04/16/2010	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	201 N. Tryon St., Suite 1700		
Internal Address:	Mail Drop: NFT17L		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3858213	ITTY BITTY BITES	
Registration Number:	3861991	ITTY BITTY BITES	
CORRESPONDENCE DATA			
Fax Number:	7043328264		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	704-927-9243		
Email:	mwielechowski@kptlaw.com		
Correspondent Name:	Mike Wielechowski		
Address Line 1:	1300 Baxter Street, Suite 300		
Address Line 2:	Kirk Palmer & Thigpen, P.A.		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	F138846		
NAME OF SUBMITTER:	Mike Wielechowski		

OP \$65.00 3858213

TRADEMARK

Signature:	/Mike Wielechowski/
Date:	04/17/2012
Total Attachments: 3 source=Notice of Grant of Security Interest in Trademarks (Executed)#page1.tif source=Notice of Grant of Security Interest in Trademarks (Executed)#page2.tif source=Notice of Grant of Security Interest in Trademarks (Executed)#page3.tif	

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Gentlemen:

Please be advised that pursuant to the Security and Pledge Agreement dated as of April 16, 2010 (as the same may be amended, modified, extended or restated from time to time, the "Agreement") by and among the Obligor party thereto (each an "Obligor" and collectively, the "Obligors") and Fifth Third Bank, an Ohio banking corporation, as Agent (the "Agent") for the Lenders referenced therein (the "Lenders"), the undersigned Obligor has granted and hereby grants a continuing security interest in and continuing lien upon, the trademarks and trademark applications shown below to the Agent for the ratable benefit of the Lenders, subject to and upon the terms and conditions of the Agreement, which are incorporated herein by reference:

TRADEMARKS

<u>Trademark No.</u>	Description of Trademark <u>Item</u>	<u>Date of Trademark</u>
3858213	ITTY BITTY BITES	October 5, 2010
3861991	ITTY BITTY BITES	October 12, 2010

TRADEMARK APPLICATIONS

<u>Trademark Applications</u> <u>No.</u>	Description of Trademark <u>Applied For</u>	<u>Date of Trademark</u> <u>Applications</u>
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The Obligors and the Agent, on behalf of the Lenders, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

EARTH FARE, INC.

By: *Gary D. Jones*
Name: *Gary D. Jones*
Title: *CFO*

Acknowledged and Accepted:

FIFTH THIRD BANK, an
Ohio banking corporation
as Agent

By: _____
Name: _____
Title: _____

The Obligors and the Agent, on behalf of the Lenders, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.


Very truly yours,

EARTH FARE, INC.

By: _____
Name: _____
Title: _____

Acknowledged and Accepted:

FIFTH THIRD BANK, an
Ohio banking corporation
as Agent

By: 
Name: D. MITCH WILSON
Title: V.P.