

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):**  
FF Acquisition, L.L.C.

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation  
 Limited Liability Company  
Citizenship: VA  
Execution Date(s) August 30, 2012  
Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**  
Additional names, addresses, or citizenship attached?  Yes  No  
Name: Wells Fargo Bank, National Association  
Internal Address:  
Street Address: One Boston Place, 18<sup>th</sup> Floor  
City: Boston  
State: MA  
Country: USA      Zip: 02108  
 Association Citizenship: USA  
 General Partnership Citizenship:  
 Limited Partnership Citizenship:  
 Corporation Citizenship:  
 Other \_\_\_ Citizenship:

**3. Nature of conveyance:**

Assignment       Merger  
 Security Agreement       Change of Name  
 Other

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'Brien  
Internal Address: CT Lien Solutions  
Street Address: 187 Wolf Road, Suite 101  
City: Albany  
State: NY      Zip: 12205  
Phone Number: 800-342-3676  
Fax Number: 800-962-7049  
Email Address: cls-uds@albanv@wolterskluwer.com

**6. Total number of applications and registrations involved:** 6

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 165.00**  
 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:** Kareem Ansley      October 26, 2012  
Signature      Date  
Kareem Ansley  
Name of Person Signing  
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 \$165.00 1544928

SCHEDULE A

Mark	Owner	Status	Registration/ Application No.	Registration/File Date
Farm Fresh	FF Acquisition, L.L.C.	Registered/ Active	1544928	Jun 20 1989
Farm Fresh Food & Pharmacy & Design	FF Acquisition, L.L.C.	Registered/ Active	3193865	Jan 2 2007
PURVEYOR'S CHOICE	FF Acquisition, L.L.C.	Registered/ Active	3626405	May 26 2009
THE WINE CELLAR AT FARM FRESH	FF Acquisition, L.L.C.	Registered/ Active	3486067	Aug 12 2008
THE WINE CELLAR AT THE MARKET	FF Acquisition, L.L.C.	Registered/ Active	3670021	Aug 18 2009
TRELLIS & BLOOM, LTD	FF Acquisition, L.L.C.	Registered/ Active	3263198	Jul 10 2007

GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, FF ACQUISITION, L.L.C., a Virginia limited liability company (the "Grantor"), hereby grants to WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as administrative agent (in such capacity, the "Grantee"), a continuing security interest in (a) all of the Grantor's right, title and interest in, to and under to the United States trademarks, tradenames, trade styles and service marks and all trademark registrations and use-based trademark applications and recordings (the "Marks") set forth on Schedule A attached hereto, (b) all rights and privileges arising under applicable law with respect to Grantor's use of any Marks, and all reissues, extensions, continuation and renewals thereof, (c) all prints and labels on which any Marks have appeared or will appear, and all designs and general intangibles of a like nature; (d) the goodwill of the business symbolized by each of the Marks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Marks, and (e) all rights corresponding thereto.

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 by, among others, the Grantor and the Grantee, dated as of August 30, 2012 (as amended, modified, restated and/or supplemented from time to time, 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.

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IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 30<sup>th</sup> day of  
August, 2012.

FF ACQUISITION, L.L.C., as Grantor

By: Sherry M. Smith  
Name: Sherry M. Smith  
Title: Vice President

Grant of Security Interest (Trademarks) - FF Acquisition, L.L.C.

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Grantee

By: 

Name: William Chan

Title: Director

Grant of Security Interest (Trademarks) - FF Acquisition, L.L.C.

RECORDED: 10/26/2012

TRADEMARK  
REEL: 004894 FRAME: 0252