

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kum & Go, L.C.		12/11/2012	LIMITED LIABILITY COMPANY: IOWA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 SOUTH DEARBORN		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	85642023	EWATER HILAND PREMIUM	
Registration Number:	4087628	NUCLEAR	
Serial Number:	85242871	GO FRESH MARKET	
Serial Number:	77848285	HILAND PREMIUM	
Registration Number:	4080525	HILAND	
Registration Number:	3417148	NUTRI20	
Serial Number:	76700393	GO FRESH MARKET	
Registration Number:	3881945	HILAND	
Registration Number:	3602935	JAVA RIDGE	
Registration Number:	3245916	HILAND	
Registration Number:	3275899	MENACE MANIAC	
Registration Number:	1141200	KUM & GO	
CORRESPONDENCE DATA			

Fax Number: 2149813400

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark, Esq.

Address Line 1: Sidley Austin LLP

Address Line 2: 717 N. Harwood St., Suite 3400

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	36084-38780
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NAME OF SUBMITTER:	Dusan Clark
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Signature:	/Dusan Clark/
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Date:	12/11/2012
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Total Attachments: 4

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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, this "Confirmatory Grant") is made effective as of December 11, 2012 by and from KUM & GO, L.C., an Iowa limited liability company ("Grantor") to and in favor of JPMORGAN CHASE BANK, N.A., for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, "Grantee").

WHEREAS, Grantor, the Lenders and Grantee have entered into a Credit Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, Grantor and certain Affiliates of Grantor have entered into a Guaranty and Collateral Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement"), and certain Affiliates of Grantor have guaranteed the repayment of the Secured Party Obligations.

WHEREAS, Grantor owns the trademarks listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Guaranty and Collateral Agreement to Grantee for the benefit of the Secured Parties. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Guaranty and Collateral Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Guaranty and Collateral Agreement, the provisions of the Guaranty and Collateral Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Secured Party Obligations and (ii) all of the obligations and liabilities of the Subsidiary Guarantors under the Credit Agreement. Upon the payment in full of all Secured Party Obligations (other than Unliquidated Obligations), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Borrower all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under the Guaranty and Collateral Agreement and this Confirmatory Grant.

(b) Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by Grantor, together with (2) all proceeds of such Trademarks, (3) the goodwill associated with such Trademarks and (4) all causes of action arising prior to or after the date hereof for infringement of such Trademarks or unfair competition regarding the same.

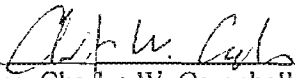
(c) Notwithstanding anything to the contrary herein, this Confirmatory Grant and the security interests granted hereby are subject to the limitations set forth in Section 3 of the Guaranty and Collateral Agreement (which are incorporated herein *mutatis mutandis* by this reference).

3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, Grantor has executed this Confirmatory Grant effective as of the date first written above.

KUM & GO, L.C.

By: 
Name: Charles W. Campbell
Title: General Counsel and Secretary

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

MARK	SERIAL NO.	DATE FILED	REG. NO.	DATE REG.
EWATER <i>and Design</i> 	85642023	6/4/2012		
NUCLEAR	85343261	6/10/2011	4087628	1/17/2012
GO FRESH MARKET <i>and Design</i> 	85242871	2/15/2011		
HILAND PREMIUM	77848285	10/14/2009		
HILAND	77848226	10/14/2009	4080525	1/3/2012
NUTRI20	77172334	5/3/2007	3417148	4/29/2008
GO FRESH MARKET <i>and Design</i> 	76700393	11/16/2009		
HILAND	76699946	10/19/2009	3881945	11/30/2010
JAVA RIDGE	76682481	10/1/2007	3602935	4/7/2009
HILAND	76661925	6/21/2006	3245916	5/29/2007
MENANCE MANIAC	76643654	7/27/2005	3275899	8/7/2007
KUM & GO	73160108	2/27/1978	1141200	11/4/1980