

**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-State
 Limited Liability Company
 Citizenship: Virginia
 Execution Date(s) March 21, 2013
 Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Yes

Additional names, addresses, or citizenship attached?

No

Name: WELLS FARGO BANK, NATIONAL ASSOCIATION

Internal Address:

Street Address: One Boston Place, 18th Floor

City: Boston

State: MA

Country: USA

Zip: 02108

Association Citizenship: USA

General Partnership Citizenship:

Limited Partnership Citizenship:

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)

3. Nature of conveyance:

- Assignment Merger
 Security Agreement Change of Name
 Other

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: GT 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@albanys@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 1868

Expiration Date 06/15

b. Deposit Account Number

Authorized User Name:

9. Signature:

Kareem Angley
Signature

March 27, 2013

Date


Kareem Angley
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 3617335

SCHEDULE A

1.	A TASTE FOR EVERYTHING ITALIAN	77476496 5/16/2008	3617335 5/5/2009	REGISTERED	FF Acquisition, L.L.C.
2.	Design Only 	77148503 4/4/2007	3843468 9/7/2010	REGISTERED	FF Acquisition, L.L.C.
3.	FARM FRESH	77920049 1/26/2010	3840836 8/31/2010	REGISTERED	FF Acquisition, L.L.C.
4.	FARM FRESH	77271557 9/5/2007	3697454 10/20/2009	REGISTERED	FF Acquisition, L.L.C.
5.	FARM FRESH	73511769 12/3/1984	1563627 10/31/1989	REGISTERED RENEWED	FF Acquisition, L.L.C.
6.	FRESH EVENTS BY FARM FRESH	77426307 3/19/2008	3553229 12/30/2008	REGISTERED	FF Acquisition, L.L.C.

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 Amended and Restated Security Agreement by, among others, the Grantor and the Grantee, dated as of March 21, 2013 (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 ___ day of
March, 2013.

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.

TRADEMARK
REEL: 004992 FRAME: 0526

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Grantee

By: 

Name: Joseph Burt

Title: Director

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

RECORDED: 03/28/2013

TRADEMARK
REEL: 004992 FRAME: 0527