

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	SECURITY INTEREST			
CONVEYING PARTY DATA				
	Name	Formerly	Execution Date	Entity Type
	Stagnito Partners, LLC		09/12/2013	LIMITED LIABILITY COMPANY: DELAWARE
	Stagnito Holdings LLC		09/12/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA				
Name:	Brookside Mezzanine Fund II, L.P.			
Street Address:	201 Tresser Boulevard			
Internal Address:	Suite 330			
City:	Stamford			
State/Country:	CONNECTICUT			
Postal Code:	06901			
Entity Type:	LIMITED PARTNERSHIP: DELAWARE			
Name:	Brookside Mezzanine Fund III, L.P.			
Street Address:	201 Tresser Boulevard			
Internal Address:	Suite 330			
City:	Stamford			
State/Country:	CONNECTICUT			
Postal Code:	06901			
Entity Type:	LIMITED PARTNERSHIP: DELAWARE			
PROPERTY NUMBERS Total: 14				
	Property Type	Number	Word Mark	
	Registration Number:	3896343	CONVENIENCE STORE NEWS FOR THE SINGLE ST	
	Registration Number:	1136761	CONVENIENCE STORE INDUSTRY REPORT	
	Registration Number:	1136760	CONVENIENCE STORE NEWS	
	Registration Number:	2928524	DIRECTORY OF CONVENIENCE STORES	

OP \$365.00 3896343

Registration Number:	3896342	HISPANIC RETAIL 360 SUMMIT
Registration Number:	4059081	PROGRESSIVE GROCER'S STORE BRANDS
Registration Number:	4059082	PROGRESSIVE GROCER'S STORE BRANDS
Registration Number:	4059083	PROGRESSIVE GROCER'S STORE BRANDS
Registration Number:	4176559	PROGRESSIVE GROCER'S STORE BRANDS
Registration Number:	4144278	RETAIL LEADER
Registration Number:	4140348	RETAIL LEADER
Registration Number:	4144279	RETAIL LEADER
Registration Number:	4144280	RETAIL LEADER
Registration Number:	1309511	THE GOURMET RETAILER

**CORRESPONDENCE DATA**

Fax Number: 2123362222  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 2123362864  
Email: IPDOCKETING@PBWT.COM  
Correspondent Name: Craig W. Dent, Esq.  
Address Line 1: c/o Patterson Belknap Webb & Tyler LLP  
Address Line 2: 1133 Avenue of the Americas  
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	H3255-001(C.DENT)
NAME OF SUBMITTER:	Craig W. Dent
Signature:	/Craig W. Dent/
Date:	12/12/2013

Total Attachments: 6  
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of September 12, 2013, is made by Stagnito Partners, LLC, a Delaware limited liability company (the "Borrower"), and Stagnito Holdings LLC, a Delaware limited liability company (together with the Borrower, the "Grantors"), in favor of Brookside Mezzanine Fund II, L.P., a Delaware limited partnership, and Brookside Mezzanine Fund III, L.P., a Delaware limited partnership (collectively, the "Secured Parties").

RECITALS

WHEREAS, pursuant to that certain Loan Agreement, dated as of the date hereof, (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified in accordance with its terms, the "Loan Agreement") by and among the Borrower and the Secured Parties, the Secured Parties have agreed to make a \$8,960,000 loan to the Borrower; and

WHEREAS, in order to induce the Secured Parties to enter into the Loan Agreement, the Grantors are entering into that certain Pledge, Guaranty and Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified in accordance with its terms, the "Security Agreement"). Pursuant to the Loan Agreement, the Grantors are also required to execute and deliver to the Secured Party this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby each agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not otherwise defined in the Security Agreement, the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantors hereby grant to each of the Secured Parties a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks, including those referred to on Schedule 1 hereto;
- (b) all reissues, renewals, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all proceeds of the foregoing, including, without limitation, any claim by the Grantors against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark; provided, that no security interest shall be granted in any United States "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such "intent to use" trademark applications under applicable federal law; provided further, that "Trademark Collateral" shall include any proceeds of any such "intent to use" trademark applications.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Secured Parties pursuant to the Security Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

4. AMENDMENTS IN WRITING. None of the terms or provisions of this Trademark Security Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by the Secured Parties and the Grantors.

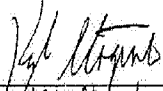
5. GOVERNING LAW. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the internal laws of the state of New York.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Trademark Security Agreement. Receipt by telecopy or other electronic transmission (including "PDF") of any executed signature page to this Trademark Security Agreement shall constitute effective delivery of such signature page.

*[remainder of page intentionally left blank].*

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

STAGNITO PARTNERS, LLC

By:   
Name: Kyle Stagnito  
Title: V.P./CEO

STAGNITO HOLDINGS LLC

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND AGREED:

BROOKSIDE MEZZANINE FUND II,  
L.P.

By Brookside Mezzanine Partners II, LLC,  
its General Partner

By: \_\_\_\_\_  
Name:  
Title:

BROOKSIDE MEZZANINE FUND III,  
L.P.

By Brookside Mezzanine Partners III,  
LLC, its General Partner

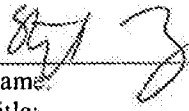
By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

STAGNITO PARTNERS, LLC

By: \_\_\_\_\_  
Name:  
Title:

STAGNITO HOLDINGS LLC

By:  \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND AGREED:

BROOKSIDE MEZZANINE FUND II,  
L.P.  
By Brookside Mezzanine Partners II, LLC,  
its General Partner

By: \_\_\_\_\_  
Name:  
Title:

BROOKSIDE MEZZANINE FUND III,  
L.P.  
By Brookside Mezzanine Partners III,  
LLC, its General Partner

By: \_\_\_\_\_  
Name:  
Title:

Stagnito – Trademark Security Agreement

**TRADEMARK**  
**REEL: 005172 FRAME: 0397**

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

STAGNITO PARTNERS, LLC

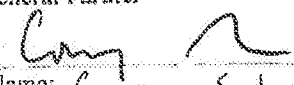
By: \_\_\_\_\_  
Name:  
Title:

STAGNITO HOLDINGS LLC

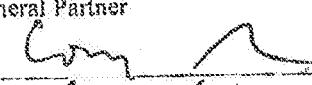
By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND AGREED:

BROOKSIDE MEZZANINE FUND II,  
L.P.  
By Brookside Mezzanine Partners, LLC,  
its General Partner

By:   
Name: Corey Sela  
Title: managing director

BROOKSIDE MEZZANINE FUND III,  
L.P.  
By Brookside Mezzanine Partners, LLC,  
its General Partner

By:   
Name: Corey Sela  
Title: managing director

Stagnito - Trademark Security Agreement

**TRADEMARK**  
**REEL: 005172 FRAME: 0398**

**SCHEDULE 1**  
to  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

<u>Mark</u>	<u>Grantor/Owner</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Jurisdiction</u>
CONVENIENCE STORE NEWS FOR THE SINGLE STORE OWNER	Stagnito Partners, LLC	3,896,343	12/28/2010	U.S.
CONVENIENCE STORE INDUSTRY REPORT	Stagnito Partners, LLC	1,136,761	6/10/1980	U.S.
CONVENIENCE STORE NEWS	Stagnito Partners, LLC	1,136,760	6/10/1980	U.S.
DIRECTORY OF CONVENIENCE STORES	Stagnito Partners, LLC	2,928,524	3/10/2005	U.S.
HISPANIC RETAIL 360 SUMMIT	Stagnito Partners, LLC	3,896,342	12/28/2010	U.S.
PROGRESSIVE GROCER	Stagnito Partners, LLC	TMA 116072	11/27/1959	Canada
PROGRESSIVE GROCER	Stagnito Partners, LLC		9/8/2008	India
PROGRESSIVE GROCER'S STORE BRANDS	Stagnito Partners, LLC	4,059,081	11/22/2011	U.S.
PROGRESSIVE GROCER'S STORE BRANDS	Stagnito Partners, LLC	4,059,082	11/22/2011	U.S.
PROGRESSIVE GROCER'S STORE BRANDS	Stagnito Partners, LLC	4,059,083	11/22/2011	U.S.
PROGRESSIVE GROCER'S STORE BRANDS	Stagnito Partners, LLC	4,176,559	7/17/2012	U.S.
RETAIL LEADER	Stagnito Partners, LLC	4,144,278	5/15/2012	U.S.
RETAIL LEADER	Stagnito Partners, LLC	4,140,348	5/8/2012	U.S.
RETAIL LEADER	Stagnito Partners, LLC	4,144,279	5/15/2012	U.S.
RETAIL LEADER	Stagnito Partners, LLC	4,144,280	5/15/2012	U.S.
THE GOURMET RETAILER	Stagnito Partners, LLC	1,309,511	12/11/1984	U.S.

**TRADEMARK**