

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
PBJ Acquisition Company, LLC		01/16/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. Bank National Association
Street Address:	800 Nicollet Mall
Internal Address:	Mail Stop BC-MN-H03N
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	4063605	GOVINO
Registration Number:	3015833	ENOVA
Registration Number:	3586708	GOVINO

CORRESPONDENCE DATA

Fax Number: 6123408827
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 612-492-6842
 Email: cadwell.jeffrey@dorsey.com
 Correspondent Name: Jeffrey R. Cadwell
 Address Line 1: Dorsey & Whitney LLP, 50 South 6th St
 Address Line 2: Suite 1500
 Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	M243076
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NAME OF SUBMITTER:	Jeffrey R. Cadwell
Signature:	/Jeffrey R. Cadwell/
Date:	01/24/2014
Total Attachments: 4 source=security interest#page1.tif source=security interest#page2.tif source=security interest#page3.tif source=security interest#page4.tif	

CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Confirmatory Grant") is made effective as of January 16, 2014, by and from PBJ ACQUISITION COMPANY, LLC, a Delaware limited liability corporation, (the "Grantor"), to and in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association (the "Grantee").

WHEREAS, the Grantor, Mr. Robert C. Pohlad, an individual residing in the State of Minnesota ("Pohlad"), Mr. Gerald Schwalbach, an individual residing in the State of Arizona ("Schwalbach"), Mr. Patrick Stotesbery, an individual residing in the State of California ("Stotesbery") (collectively, the "Borrowers"), and the Grantee have entered into a Revolving Credit Agreement dated January 16, 2014 (as amended, supplemented, extended, restated or otherwise modified from time to time, the "Credit Agreement") pursuant to which the Grantee has agreed, among other things, to extend to the Borrowers certain credit accommodations;

WHEREAS, the Grantor and the Grantee have entered into a Security Agreement dated January 16, 2014, (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

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

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. 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 Security 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 Security Agreement, the provisions of the Security 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 Obligations and (ii) all of the obligations and liabilities of the Subsidiary Guarantors under the Guaranty. Upon the payment in full of all Obligations (other than contingent indemnification obligations), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor (at Grantor's expense) all reasonably requested instruments releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to Grantee a security interest in all of the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor.

(c) Unless and until an Event of Default occurs and is continuing, the Grantor shall retain the legal and equitable title to the Trademarks, and shall have the right to use and register the Trademarks in the ordinary course of the business of the Grantor.

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

PBJ ACQUISITION COMPANY, LLC

By: 
Name: Patrick L. Stofshero
Title: President

[Signature Page to Confirmatory Grant of Security Interest in Trademarks]

EXHIBIT A

Mark	Registration No.	Status
GOVINO	4,063,605	Issued Nov. 29, 2011
ENOVA	3,015,833	Issued Nov. 15, 2005
GOVINO	3,586,708	Issued Mar. 10, 2009

Exhibit A