

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM313772

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
C & K MARKET, INC.		08/11/2014	CORPORATION: OREGON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Crystal Financial LLC, as Agent		
<b>Street Address:</b>	Two International Place, 17th Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02110		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1934040	RAY'S FOOD PLACE	
<b>Registration Number:</b>	3864247	C&K MARKET	
<b>Registration Number:</b>	3872828	C&K MARKET	
<b>Registration Number:</b>	4107664	C&K C&K MARKET, INC.	
<b>Registration Number:</b>	4330097	RAY'S	
<b>Registration Number:</b>	4009446	RAY'S FOOD PLACE	
<b>Registration Number:</b>	4009444	RAY'S	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6173417701		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	6173417729		
<b>Email:</b>	kschmidt@morganlewis.com		
<b>Correspondent Name:</b>	Katarzyna Schmidt		
<b>Address Line 1:</b>	225 Franklin Street, 16th Floor		
<b>Address Line 2:</b>	c/o Morgan Lewis & Bockius LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>NAME OF SUBMITTER:</b>	Katarzyna Schmidt		
<b>SIGNATURE:</b>	/Katarzyna Schmidt/		
<b>DATE SIGNED:</b>	08/12/2014		

OP \$190.00 1934040

**Total Attachments: 7**

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This **TRADEMARK SECURITY AGREEMENT**, dated as of August 11, 2014, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Crystal Financial LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

**WITNESSETH:**

**WHEREAS**, pursuant to the Term Loan Agreement, dated as of August 11, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among C & K MARKET, INC., an Oregon corporation, the other Credit Parties, the Lenders from time to time party thereto and CRYSTAL FINANCIAL LLC, a Delaware limited liability company, as Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

**WHEREAS**, each Grantor has agreed, pursuant to a Term Loan Guaranty and Security Agreement of even date herewith in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

**WHEREAS**, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

**NOW, THEREFORE**, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make term loans to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(a) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks] and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement 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.

Section 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT 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.

*[Remainder of page intentionally blank; signature pages follow.]*

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

C & K MARKET, INC.,  
as a Grantor

By: 

Name: Karl Wissmann

Title: President and Chief Operating Officer

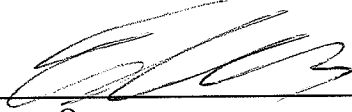
[C&K Market -- Signature Page to Trademark Security Agreement]

TRADEMARK  
REEL: 005342 FRAME: 0140



**ACCEPTED AND AGREED**  
**as of the date first above written:**

**CRYSTAL FINANCIAL LLC,**  
as Agent

By:   
Name: Evren Ozargun  
Title: Authorized Signatory

SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

OWNER	TITLE (MARK)	JURISDICTION	STATUS	REG. NO.	REG. DATE
C & K Market, Inc.	RAY'S FOOD PLACE	USPTO	Registered	1934040	11/07/95
C & K Market, Inc.		USPTO	Registered	3864247	10/19/10
C & K Market, Inc.	C&K MARKET	USPTO	Registered	3872828	11/09/10
C & K Market, Inc.		USPTO	Registered	4107664	03/06/12
C & K Market, Inc.		USPTO	Registered	4330097	05/07/13
C & K Market, Inc.		USPTO	Registered	4009446	08/09/11
C & K Market, Inc.		USPTO	Registered	4009444	08/09/11



OWNER	TITLE (MARK)	JURISDICTION	STATUS	REG. NO.	REG. DATE
C & K Market, Inc.	C & K MARKET	Oregon	Registered	41282	04/26/10
C & K Market, Inc.	RAY'S	Oregon	Registered	41627	03/01/11
C & K Market, Inc.	RAY'S FOOD PLACE	Oregon	Registered	41626	03/01/11
C & K Market, Inc.	C&K MARKET	California	Registered	66515	06/01/10

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

Trademark Settlement and Coexistence Agreement, dated February 15, 2013, between Borrower and Donut Holdings, Inc.