

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM337626

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Balducci's Holdings LLC		04/07/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Golub Capital LLC, as Administrative Agent		
Street Address:	666 Fifth Avenue, 18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10103		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2213997	B SINCE 1916	
Registration Number:	1340807	BALDUCCIS	
Registration Number:	1340806	BALDUCCIS	
Registration Number:	3142981	FOOD LOVER'S MARKET	
Registration Number:	3665709	B	
Registration Number:	3789434	B	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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>			
Phone:	312.577.8034		
Email:	oscar.ruiz@kattenlaw.com		
Correspondent Name:	Oscar Ruiz c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	337968-158		
NAME OF SUBMITTER:	Oscar Ruiz		
SIGNATURE:	/Oscar Ruiz/		
DATE SIGNED:	04/08/2015		

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Total Attachments: 12

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of April 7, 2015, by and between BALDUCCI'S HOLDINGS LLC, a Delaware limited liability company ("Grantor"), in favor of GOLUB CAPITAL LLC, in its capacity as administrative agent ("Administrative Agent") for the Secured Parties (as defined in the Credit Agreement (as defined below)).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of April 7, 2015, by and among Grantor, the other Loan Parties party thereto, Administrative Agent, and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, refinanced, extended, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make Loans to Grantor;

WHEREAS, as a condition to the execution and delivery of the Credit Agreement, Administrative Agent and Lenders have required, among other things, that Grantor execute the Security Agreement (as defined below);

WHEREAS, pursuant to that certain Security Agreement, dated as of April 7, 2015, by and among Grantor, the other grantors party thereto and Administrative Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement"), as security for all Obligations, Grantor granted to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, and lien on, all Trademarks of Grantor, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of Secured Parties, this Agreement.

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

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein (including in the recitals above) have the meanings given to them in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing first priority security interest in, and lien upon, all of Grantor's presently existing or hereafter acquired right, title and interest in and to the Trademarks, including, without limitation, the Trademarks set forth on Schedule A hereto together with any goodwill associated therewith, and all proceeds and products thereof.

Notwithstanding the foregoing or anything else contained herein to the contrary, "Trademarks" shall not include any "intent to use" trademark application until such time as a verified statement of use or amendment to allege use is filed with respect to such trademark applications.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademarks and related 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.

4. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but all of which shall constitute a single contract. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic means of transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

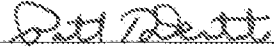
5. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to its choice of law provisions.

6. RELEASE OF COLLATERAL OR GRANTORS; TERMINATION. The terms of Section 10.12 ("Release of Collateral or Guarantors") of the Credit Agreement are incorporated herein by reference, mutatis mutandis, and the parties hereto agree to such terms. Upon (i) the Termination Date or (ii) any disposition pursuant to Section 10.12(b) of the Credit Agreement (an "Allowed Disposition"), the liens and security interest granted hereby (and in case of an Allowed Disposition, only the relevant liens and security interests concerning such Allowed Disposition) shall immediately and automatically terminate, and all rights to the Trademarks shall immediately and automatically revert to the applicable Grantors or any other Person entitled thereto, and at such time, Administrative Agent will authorize the filing of appropriate releases of security interests in the Trademarks, and take such further action as is reasonably requested by any Grantor in respect of the foregoing.

[Signature Page Follows]

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

BALDUCCI'S HOLDINGS LLC, a Delaware limited liability company

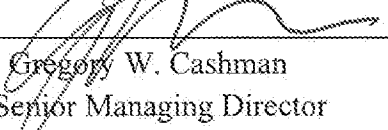
By: 

Name: Patrick T. Dentato

Title: Treasurer

ACCEPTED AND ACKNOWLEDGED BY:



GOLUB CAPITAL LLC,
as Administrative Agent

By: 
Name: Gregory W. Cashman
Title: Senior Managing Director

Schedule A

Registered Trademarks

U.S. Trademark Registrations

Trademark	Filing Date	Appl. No.	Issue Date	Reg. No.
B SINCE 1916 design: 	06/05/1997	75304086	12/29/1998	2213997
BALDUCCIS	09/30/1982	73398759	06/11/1985	1340807
BALDUCCI'S script design 	09/30/1982	73398004	06/11/1985	1340806
FOOD LOVER'S MARKET	03/16/2004	78384864	09/12/2006	3142981
B (fanciful design mark)	6/8/2008	77493068	8/11/2009	3665709
B (fanciful design mark)	4/14/2009	77713106	5/18/2010	3789434



Non-U.S. Trademark Registrations




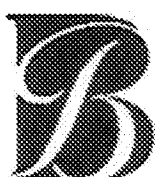
Country	Mark	Goods/services	Reg. No.	Date of Reg.
Bahrain	BALDUCCI'S	Coffee, tea, cocoa, sugar, rice, tapioca, sago, artificial coffee; flour and preparations made from cereals, bread, pastry and confectionery, ices; honey, treacle; yeast, baking-power; salt, mustard; vinegar, sauces (condiments);	66765	May 17, 2008

Country	Mark	Goods/services	Reg. No.	Date of Reg.
		spices; ice.		
Bahrain	BALDUCCI'S	Agricultural, horticultural and forestry products and grains not included in other classes; live animals; fresh fruit and vegetables; seeds, natural plants and flowers; foodstuffs for animals, malt.	66766	May 17, 2008
Bahrain	BALDUCCI'S	Beers; mineral and aerated waters and other non-alcoholic drinks; fruit drinks and fruit juices; syrups and other preparations for making beverages.	66767	May 17, 2008
Bahrain	BALDUCCI'S	Alcoholic beverages (except beers).	66768	May 17, 2008
Bahrain	BALDUCCI'S	Retail services.	66769	May 17, 2008
Bahrain	BALDUCCI'S	Meat, fish, poultry and game; meat extracts; preserved, dried and cooked fruits and vegetables; jellies, jams, fruit sauces; eggs, milk and milk products, edible oils and fats; sandwiches; prepared meals.	66764	May 17, 2008
Bahrain	BALDUCCI'S	Cafeteria and restaurant services.	66770	May 17, 2008
Oman	BALDUCCI'S	Meat, fish, poultry and game; meat extracts; preserved, dried and cooked fruits and vegetables; jellies, jams, fruit sauces; eggs, milk and milk products, edible oils and fats; sandwiches; prepared meals	49162	March 2, 2008
Oman	BALDUCCI'S	Agricultural, horticultural and forestry products and	49164	March 2, 2008

Country	Mark	Goods/services	Reg. No.	Date of Reg.
		grains not included in other classes; live animals; fresh fruit and vegetables; seeds, natural plants and flowers; foodstuffs for animals, malt.		
Oman	BALDUCCI'S	Cafeteria and restaurant services.	49168	March 2, 2008
Oman	BALDUCCI'S	Retail services.	49167	March 2, 2008
Oman	BALDUCCI'S	Alcoholic beverages (except beers).	49166	March 2, 2008
Oman	BALDUCCI'S	Beers; mineral and aerated waters and other non-alcoholic drinks; fruit drinks and fruit juices; syrups and other preparations for making beverages.	49165	March 2, 2008
Oman	BALDUCCI'S	Coffee, tea, cocoa, sugar, rice, tapioca, sago, artificial coffee; flour and preparations made from cereals, bread, pastry and confectionery, ices; honey, treacle; yeast, baking-powder; salt, mustard; vinegar, sauces (condiments); spices; ice.	49163	March 2, 2008
Qatar	BALDUCCI'S	Retail services.	51022	May 5, 2008
Qatar	BALDUCCI'S	Beers; mineral and aerated waters and other non-alcoholic drinks; fruit drinks and fruit juices; syrups and other preparations for making beverages.	51021	May 5, 2008
Qatar	BALDUCCI'S	Agricultural, horticultural and forestry products and grains not included in other classes; live animals; fresh fruit and	51020	May 5, 2008

Country	Mark	Goods/services	Reg. No.	Date of Reg.
		vegetables; seeds, natural plants and flowers; foodstuffs for animals, malt.		
Qatar	BALDUCCI'S	Coffee, tea, cocoa, sugar, rice, tapioca, sago, artificial coffee; flour and preparations made from cereals, bread, pastry and confectionery, ices; honey, treacle; yeast, baking-powder; salt, mustard; vinegar, sauces (condiments); spices; ice.	51019	May 5, 2008
Qatar	BALDUCCI'S	Meat, fish, poultry and game; meat extracts; preserved, dried and cooked fruits and vegetables; jellies, jams, fruit sauces; eggs, milk and milk products, edible oils and fats; sandwiches; prepared meals.	51018	May 5, 2008
Qatar	BALDUCCI'S	Cafeteria and restaurant services.	51023	May 5, 2008
Saudi Arabia	BALDUCCI'S	Meat, fish, poultry and game; meat extracts; preserved, dried and cooked fruits and vegetables; jellies, jams, fruit sauces; eggs, milk and milk products, edible oils and fats; sandwiches; prepared meals.	129649	April 26, 2008
Saudi Arabia	BALDUCCI'S	Retail services.	129653	April 26, 2008
Saudi Arabia	BALDUCCI'S	Coffee, tea, cocoa, sugar, rice, tapioca, sago, artificial coffee; flour and preparations made from cereals, bread, pastry and confectionery, ices;	129650	April 26, 2008

Country	Mark	Goods/services	Reg. No.	Date of Reg.
		honey, treacle; yeast, baking-powder; salt, mustard; vinegar, sauces (condiments); spices; ice.		
Saudi Arabia	BALDUCCI'S	Beers; mineral and aerated waters and other non-alcoholic drinks; fruit drinks and fruit juices; syrups and other preparations for making beverages.	129652	April 26, 2008
Saudi Arabia	BALDUCCI'S	Cafeteria and restaurant services.	129654	April 26, 2008
Saudi Arabia	BALDUCCI'S	Agricultural, horticultural and forestry products and grains not included in other classes; live animals; fresh fruit and vegetables; seeds, natural plants and flowers; foodstuffs for animals, malt.	129651	April 26, 2008
United Arab Emirates	"B" device: 	Beers; mineral and aerated waters and other non-alcoholic drinks; fruit drinks and fruit juices; syrups and other preparations for making beverages.	109774	March 26, 2008
United Arab Emirates	"B" device: 	Agricultural, horticultural and forestry products and grains not included in other classes; live animals; fresh fruit and vegetables; seeds, natural plants and flowers; foodstuffs for animals, malt.	109773	March 26, 2008
United Arab Emirates	"B" device:	Meat, fish, poultry and game; meat extracts; preserved, dried and cooked fruits and vegetables; jellies, jams, fruit sauces; eggs.	109771	March 26, 2008

Country	Mark	Goods/services	Reg. No.	Date of Reg.
		milk and milk products, edible oils and fats; sandwiches; prepared meals.		
United Arab Emirates	“B” device: 	Retail services.	109775	March 26, 2008
United Arab Emirates	“B” device: 	Cafeteria and restaurant services.	109770	March 26, 2008
United Arab Emirates	“B” device: 	Coffee, tea, cocoa, sugar, rice, tapioca, sago, artificial coffee; flour and preparations made from cereals, bread, pastry and confectionery, ices; honey, treacle; yeast, baking-powder; salt, mustard; vinegar, sauces (condiments); spices; ice.	109772	March 26, 2008
United Arab Emirates	BALDUCCI'S	Meat, fish, poultry and game; meat extracts; preserved, dried and cooked fruits and vegetables; jellies, jams, fruit sauces; eggs, milk and milk products, edible oils and fats; sandwiches; prepared meals.	109764	March 26, 2008
United Arab Emirates	BALDUCCI'S	Cafeteria and restaurant services.	109769	March 26, 2008

Country	Mark	Goods/services	Reg. No.	Date of Reg.
United Arab Emirates	BALDUCCI'S	Retail services.	109768	March 26, 2008
United Arab Emirates	BALDUCCI'S	Beers; mineral and aerated waters and other non-alcoholic drinks; fruit drinks and fruit juices; syrups and other preparations for making beverages.	109767	March 26, 2008
United Arab Emirates	BALDUCCI'S	Agricultural, horticultural and forestry products and grains not included in other classes; live animals; fresh fruit and vegetables; seeds, natural plants and flowers; foodstuffs for animals, malt.	109766	March 26, 2008
United Arab Emirates	BALDUCCI'S	Coffee, tea, cocoa, sugar, rice, tapioca, sago, artificial coffee; flour and preparations made from cereals, bread, pastry and confectionery, ices; honey, treacle; yeast, baking-powder; salt, mustard; vinegar, sauces (condiments); spices; ice.	109765	March 26, 2008
United Arab Emirates	FOOD LOVER'S MARKET	Meat, fish, poultry and game; meat extracts; preserved, dried and cooked fruits and vegetables; jellies, jams, fruit sauces; eggs, milk and milk products, edible oils and fats; sandwiches; prepared meals.	109776	March 26, 2008
United Arab Emirates	FOOD LOVER'S MARKET	Coffee, tea, cocoa, sugar, rice, tapioca, sago, artificial coffee; flour and preparations made from cereals,	109777	March 26, 2008

Country	Mark	Goods/services	Reg. No.	Date of Reg.
		bread, pastry and confectionery, ices; honey, treacle; yeast, baking-powder; salt, mustard; vinegar, sauces (condiments); spices; ice.		
United Arab Emirates	FOOD LOVER'S MARKET	Agricultural, horticultural and forestry products and grains not included in other classes; live animals; fresh fruit and vegetables; seeds, natural plants and flowers; foodstuffs for animals, malt.	109778	March 26, 2008
United Arab Emirates	FOOD LOVER'S MARKET	Beers; mineral and aerated waters and other non-alcoholic drinks; fruit drinks and fruit juices; syrups and other preparations for making beverages.	109779	March 26, 2008
United Arab Emirates	FOOD LOVER'S MARKET	Cafeteria and restaurant services.	109781	March 26, 2008
United Arab Emirates	FOOD LOVER'S MARKET	Retail services.	109780	March 26, 2008