

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM350094

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SFP DISTRIBUTION LLC		08/03/2015	LIMITED LIABILITY COMPANY: TEXAS
SFP BROKERAGE LLC		08/03/2015	LIMITED LIABILITY COMPANY: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CRYSTAL FINANCIAL LLC, as ADMINISTRATIVE AGENT		
<b>Street Address:</b>	TWO INTERNATIONAL PLACE		
<b>Internal Address:</b>	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: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2208860	SPEC'S	
<b>Registration Number:</b>	2205643	SPEC'S	
<b>Registration Number:</b>	3846872		
<b>Registration Number:</b>	4166102		
<b>Registration Number:</b>	4166104	CHEERS TO SAVINGS	
<b>Registration Number:</b>	4262830	RICHARD'S	
<b>Registration Number:</b>	3854580	BELLA LISA	
<b>Registration Number:</b>	4115304	BELLA LISA	
<b>Serial Number:</b>	86518355		
<b>Serial Number:</b>	86636834	UNCLE DICK'S	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<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>	202-370-4750		
<b>Email:</b>	ipteam@nationalcorp.com		

OP \$265.00 2208860

**Correspondent Name:** Joanna McCall  
**Address Line 1:** 1025 Vermont Ave NW, Suite 1130  
**Address Line 2:** National Corporate Research, LTD  
**Address Line 4:** Washington, D.C. 20005

**ATTORNEY DOCKET NUMBER:** F157396

**NAME OF SUBMITTER:** Andrew Nash

**SIGNATURE:** /Andrew Nash/

**DATE SIGNED:** 08/03/2015

**Total Attachments: 7**

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## **TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 3<sup>rd</sup> day of August, 2015, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and CRYSTAL FINANCIAL LLC, in its capacity as administrative agent and collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, "Administrative Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Term Loan Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement") by and among Spec's Family Partners, Ltd., a Texas limited partnership (the "Lead Borrower"), the other Borrowers from time to time party thereto, the Subsidiaries of Borrowers from time to time party thereto as Guarantors (collectively, the "Guarantors"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Administrative Agent, the Credit Parties have agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Credit Parties are willing to make the financial accommodations to the Borrowers as provided for in the Loan Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties, that certain 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, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, 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, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Loan Agreement.
2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby grants, assigns, and pledges to Administrative Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Licenses thereto to which it is a party including those referred to on Schedule I;

(b) all reissues, continuations or extensions of the foregoing;

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

(d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any License, including right to receive any damages, or unfair competition regarding the same, (ii) injury to the Goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Administrative Agent, and the other Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of proceeding under any Debtor Relief Laws involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the Security Interest 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Administrative Agent with respect to any such new trademarks or renewal or extension of any trademark registration concurrently with delivery of each Compliance Certificate pursuant to Section 5.02(a) of the Loan Agreement. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Administrative Agent unilaterally to modify this Trademark Security Agreement, with concurrent notice to the Grantors, by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. INTERCREDITOR AGREEMENT. Notwithstanding anything herein to the contrary, the parties hereto acknowledge that the security interest and Liens granted to the

Administrative Agent herein for the benefit of the Administrative Agent, the Secured Parties and the other holders of the Secured Obligations and the rights, remedies, duties and obligations provided for herein are subject to the terms of the Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of this Trademark Security Agreement and the Intercreditor Agreement, the provisions of the Intercreditor Agreement shall control.

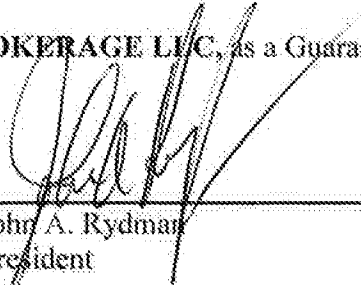
7. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties on separate counterparts), each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute a single contract. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic imaging means (e.g. "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by facsimile or other electronic imaging means (e.g. "pdf" or "tif") also shall deliver an original executed counterpart of this Trademark Security Agreement, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

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**SFP DISTRIBUTION LLC, as a Guarantor**

By:   
Name: John A. Rydman  
Title: President

**SFP BROKERAGE LLC, as a Guarantor**

By:   
Name: John A. Rydman  
Title: President

[Spec's - Signature Page to Trademark Security Agreement]

**ADMINISTRATIVE AGENT:**

**CRYSTAL FINANCIAL LLC**




By: \_\_\_\_\_

Name: Eyren Ozargun

Title: Managing Director

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

<u>Trademarks</u>	<u>Grantor</u>	<u>Registration/ Filing Date</u>	<u>Registration/ Application No.</u>
<b>SPEC'S</b>	Spec's Family Partners Ltd.	10/14/1997	2,208,860
	Spec's Family Partners Ltd.	10/14/1997	2,205,643
	Spec's Family Partners Ltd.	9/21/2009	3,846,872
	Spec's Family Partners Ltd.	11/15/2011	4,166,102
CHEERS TO SAVINGS	Spec's Family Partners Ltd.	12/23/2011	4,166,104
<i>Richard's</i>	Spec's Family Partners Ltd.	12/23/2011	4,262,830
BELLA LISA (olive oil)	Spec's Family Partners Ltd.	5/19/2009	3,854,580
BELLA LISA	Spec's Family Partners Ltd.	5/19/2009	4,115,304



	Spec's Family Partners Ltd.	1/29/2015	86518355
UNCLE DICK'S	Spec's Family Partners Ltd.	5/ 20/ 2015	86636834

**Common Law Trademarks**

None

**Trademarks Not Currently In Use**

None

**Trademark Licenses**

None

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