

07-29-2004

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)



U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

REC

102801518

TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Gristede's Foods, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Execution Date(s) May 5, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Citibank, N.A., as agent

Internal

Address:

Street Address: 666 Fifth Avenue

City: New York

State: New York

Country: United States Zip: 10103

Association Citizenship United States

General Partnership Citizenship

Limited Partnership Citizenship

Corporation Citizenship

Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See attached schedule

B. Trademark Registration No.(s)

See attached schedule

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See attached Schedule.

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Michael L. Dornbaum, Esq.

Internal Address:

Street Address: 100 Quentin Roosevelt Blvd.

City: Garden City

State: New York Zip: 11743

Phone Number: (516) 357-3706

Fax Number: (516) 357-3792

Email Address: mdornbaum@cdbp.com

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 165.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

OPR/FINANCE
2004 JUL 23 AM 7:44

9. Signature:

Signature

7/20/04

Date

Michael L. Dornbaum

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

9

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SCHEDULE A

TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark Registrations			
Registration No.	Registration Date	Status	Mark
801,433	January 4, 1966	Current	Gristede's
908,137	February 16, 1971	Current	Gristede's
962,263	June 26, 1973	Current	Gristede's
SN2192218	September 29, 1998	Current	Polar Bear Ice Cream
SN2115092	November 25, 1997	Current	Polar Bear (Natural Spring Water)

Trademark Applications			
Application No.	Filing Date	Status	Mark
SN 76/556098	10/10/03	Pending	Xpressgrocer.com

TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT is entered into as of this 5th day of May, 2004, between **GRISTEDE'S FOODS, INC.**, a Delaware corporation having its principal place of business at 823 Eleventh Avenue, New York, New York 10019 (the "Assignor" or the "Company") and **CITIBANK, N.A.** ("Citibank"), in its capacity as agent under the Loan Agreement described below (together with its permitted successors, transferees and assigns, the "Agent"), for each of the lenders which is a party to the Loan Agreement and each lender which may, after the date of this Agreement, become a party to the Loan Agreement (together with their permitted successors, transferees and assigns, the "Secured Parties").

WHEREAS:

A. The Company and the Guarantors have entered into that certain Amended and Restated Loan Agreement, dated as of May 5, 2004 (as such may be amended, restated, refinanced, replaced, renewed, modified or otherwise supplemented from time to time, the "Loan Agreement"), with the Lenders and the Agent, pursuant to which the Lenders are providing to the Company various credit facilities;

B. The obligations of the Company to the Lenders under the Loan Agreement are to be secured pursuant to this Agreement and a certain Security Agreement of even date herewith from the Company to the Secured Parties (the "Security Agreement"); and

C. The Company wishes to grant further collateral security and assurance to the Secured Parties in order to secure the performance by Assignor of the Obligations (as defined herein), and to that effect Assignor agrees to collaterally assign to the Secured Parties certain tradenames and trademark rights.

NOW, THEREFORE, in consideration of the premises, Assignor hereby agrees with Assignee as follows:

1. As used in this Agreement, the following term shall have the following meaning:

"Obligations" shall mean any and all liabilities and obligations of the Company to the Agent and the Secured Parties of every kind whether arising under this Agreement, the Loan Agreement or any of the agreements, instruments and documents

executed in connection herewith or therewith (including, without limitation, any and all costs and reasonable attorneys' fees incurred by the Agent or any of the Secured Parties in the collection, whether by suit or by any other means of any of such Obligations hereunder or thereunder) and any amendment, modification, extension or renewal of any of the foregoing. The Obligations shall include interest accruing thereon before or after the commencement of any insolvency, bankruptcy or reorganization proceeding in respect of the Company or any guarantor of the Obligations whether or not such interest is an allowable claim in any such proceeding and irrespective of the discharge or release of the Company or any other guarantor in such proceeding.

2. To secure the complete and timely satisfaction of all Obligations, Assignor hereby grants, assigns and conveys to the Secured Parties a continuing security interest in and to the trademarks and trademark applications and tradenames and tradename applications listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), all proceeds thereof (including but not limited to license royalties and proceeds of infringement suits thereon), claims for past, present and future infringements, all rights corresponding thereto throughout the world, all reissues, divisions, continuations, renewals, extensions and continuations in part thereof, and all trademarks and applications for trademarks and all tradenames and applications for tradenames of Assignor hereafter filed or acquired, together with all goodwill associated with any and all of the foregoing and all proceeds of any and all of the foregoing (collectively called the "Collateral" or the "Trademarks").

3. This security interest is granted in conjunction with the security interests granted to the Secured Parties pursuant to the Security Agreement. The Company does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademarks 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.

(The rest of this page intentionally left blank)

4. Assignor authorizes Assignee to modify this Agreement by amending Schedule A to include any future trademarks and trademark applications which are Trademarks under paragraph 2 hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

CITIBANK, N.A., as Agent

By: _____
Anthony V. Pantina
Vice President

GRISTEDES FOODS, INC.

By: _____
John Catsimatidis
Chief Executive Officer

4. Assignor authorizes Assignee to modify this Agreement by amending Schedule A to include any future trademarks and trademark applications which are Trademarks under paragraph 2 hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

CITIBANK, N.A., as Agent

By: Anthony V. Pantina
Anthony V. Pantina
Vice President

GRISTEDE'S FOODS, INC.

By: _____
John Catsimatidis
Chief Executive Officer

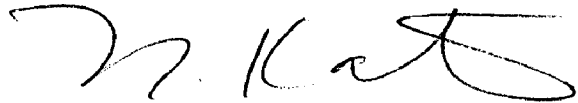
STATE OF NEW YORK
COUNTY OF NEW YORK ss.:

On the ____ day of June, in the year 2004 before me, the undersigned, a notary public in and for said State, personally appeared Anthony V. Pantina, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK
COUNTY OF NEW YORK ss.:

On the 25 day of June, in the year 2004 before me, the undersigned, a notary public in and for said State, personally appeared John Catsimatidis, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

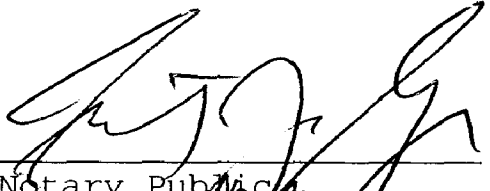


Notary Public

NICHOLAS C. KATSORIS, Notary Public
State of New York, 02KAS002857
Qualified in New York County
Certificate Filed in New York County
Commission Expires Dec. 4, 2005

STATE OF NEW YORK
COUNTY OF NEW YORK ss.:

On the 28 day of June, in the year 2004 before me, the undersigned, a notary public in and for said State, personally appeared Anthony V. Pantina, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public Anthony J. Cangelosi
Notary Public, State of New York
No. 01CA0552210
Qualified In Richmond County
Commission Expires January 31, 2006

STATE OF NEW YORK
COUNTY OF NEW YORK ss.:

On the ____ day of June, in the year 2004 before me, the undersigned, a notary public in and for said State, personally appeared John Catsimatidis, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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