

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amendment Number One To Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Advantage Sales & Marketing LLC		02/01/2006	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Wells Fargo Foothill, Inc. as Agent		
Street Address:	2450 Colorado Avenue, Suite 3000W		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	76622864	TEAM	
Registration Number:	2963835	MARKETRATION	
CORRESPONDENCE DATA			
Fax Number:	(213)996-3367		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(213) 683-6367		
Email:	nobukochristy@paulhastings.com		
Correspondent Name:	Nobuko Christy c/o Paul Hastings		
Address Line 1:	515 So. Flower Street, 25th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	45035.00146		
NAME OF SUBMITTER:	Nobuko Christy		
Signature:	/s/ Nobuko Christy		

OP \$65.00 76622864

Date:

02/10/2006

Total Attachments: 21

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**AMENDMENT NUMBER ONE TO
TRADEMARK SECURITY AGREEMENT**

THIS AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT ("Amendment"), dated as of February 1, 2006, is delivered pursuant to Section 5 of that certain Trademark Security Agreement, dated as of June 30, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), by and among the Debtors listed on the signature pages hereof (each individually, a "Debtor" and collectively, jointly and severally, the "Debtors"), and WELLS FARGO FOOTHILL, INC., in its capacity as agent for the Lender Group (in such capacity, together with its successors, the "Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Trademark Security Agreement, which by this reference is incorporated herein.

WHEREAS, Debtors and Agent are parties to that certain Trademark Security Agreement, which was recorded with the United States Patent and Trademark Office on July 19, 2004 at Reel 2894, Frame 0843;

WHEREAS, Debtors and Agent wish to amend the Trademark Security Agreement by adding Trademarks to the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Trademark Security Agreement as follows:

1. Debtors and Agent hereby agree that the Trademark Collateral listed on Schedule 1 attached hereto shall be and become part of the Trademark Collateral referred to in the Trademark Security Agreement, a copy of which is attached hereto as Exhibit "A", and shall secure all Obligations.

2. Debtors hereby: (a) reaffirm all prior grants of security interests in favor of Agent in all of Debtors' right, title, and interest in, to, and under the Trademark Collateral identified in the Trademark Security Agreement prior to the effectiveness of this Amendment; (b) grant, assign, transfer, and convey to Agent continuing security interests in all of Debtors' right, title, and interest in, to, and under the Trademark Collateral identified on Schedule 1 attached hereto; (c) represent and warrant that the representations and warranties in the Trademark Security Agreement, as amended by this Amendment, are true and correct in all respects on and as of the date hereof, as though made on such date; and (d) agree that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.

3. This Amendment shall be governed by, and construed and enforced in accordance with, the laws of the State of California without regard to principles of conflicts of laws.

4. This Amendment is a Loan Document.

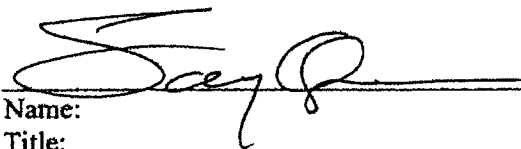
5. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first written above.

DEBTORS:

ADVANTAGE SALES & MARKETING LLC,
a California limited liability company

By: 
Name:
Title:

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC.,
a California corporation

By: _____
Name:
Title:

[Amendment No. 1 to Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first written above.

DEBTORS:

ADVANTAGE SALES & MARKETING LLC,
a California limited liability company

By: _____
Name:
Title:

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC.,
a California corporation

By: *Daniel Whitwer*
Name: DANIEL WHITWER
Title: VICE PRESIDENT

Schedule 1

Pending Servicemark or Trademark Applications

<u>Servicemark or Trademark</u>	<u>Application Number</u>	<u>Application Date</u>
TEAM	76622864	December 2, 2004

Registered Servicemarks and Trademarks

<u>Servicemark or Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Marketraton	2963835	June 28, 2005

Exhibit A

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of June 30, 2004, is executed and delivered by and among **ADVANTAGE SALES & MARKETING LLC**, a California limited liability company ("Parent"), **ADVANTAGE NATURAL LLC**, a California limited liability company ("Natural"), **ADVANTAGE-CROWN SALES & MARKETING LLC**, a California limited liability company ("Crown", and together with Parent and Natural, each individually and collectively, being referred to as "Debtor"), and **WELLS FARGO FOOTHILL, INC.**, a California corporation, as the arranger and administrative agent for the Lenders (in such capacity, together with its successors and assigns, if any, in such capacity, "Agent"), with reference to the following:

WHEREAS, Debtor, Agent and the below-defined Lenders (such Lenders, together with Agent, individually and collectively, the "Lender Group") have entered into that certain Loan and Security Agreement, dated as of even date herewith (as amended, restated, modified, supplemented, refinanced, renewed, or extended from time to time, the "Loan Agreement"), pursuant to which, among other things, the Lender Group has agreed to make certain financial accommodations to Debtor, and pursuant to which Debtor has granted to Agent for the benefit of the Lender Group and the Bank Product Providers security interests in (among other things) all general intangibles of Debtor; and

WHEREAS, to induce the Lender Group to make the financial accommodations provided to Debtor pursuant to the Loan Agreement, Debtor has agreed to execute and deliver this Agreement to Agent for filing with the PTO (as herein defined) and with any other relevant recording systems in any domestic or foreign jurisdiction, and as further evidence of and to effectuate Agent's existing security interests in the trademarks and other general intangibles described herein.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, Debtor hereby agrees in favor of Agent, for the benefit of the Lender Group and the Bank Product Providers, as follows:

1. Definitions; Interpretation.

(a) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Agent" has the meaning ascribed to such term in the preamble to this Agreement.

"Agreement" has the meaning ascribed to such term in the preamble hereto.

"Code" means the California Uniform Commercial Code, as in effect from time to time; provided, however, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection, priority, or remedies with respect to Agent's Lien on any Collateral is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the State of California, the term "Code" shall mean the Uniform Commercial Code as

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enacted and in effect in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection, priority, or remedies.

“Debtor” has the meaning ascribed to such term in the preamble to this Agreement.

“Event of Default” has the meaning ascribed to such term in the Loan Agreement.

“Lender Group” has the meaning ascribed to such term in the recitals to this Agreement.

“Lenders” means, individually and collectively, each of the lenders identified on the signature pages of the Loan Agreement, and any other person made a party thereto in accordance with the provisions of Section 14.14 thereof (together with their respective successors and assigns).

“Loan Agreement” has the meaning ascribed to such term in the recitals to this Agreement.

“Proceeds” means whatever is receivable or received from or upon the sale, lease, license, collection, use, exchange or other disposition, whether voluntary or involuntary, of any Trademark Collateral, including “proceeds” as such term is defined in the Code, and all proceeds of proceeds. Proceeds shall include (i) any and all accounts, chattel paper, instruments, general intangibles, cash and other proceeds, payable to or for the account of Debtor, from time to time in respect of any of the Trademark Collateral, (ii) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to or for the account of Debtor from time to time with respect to any of the Trademark Collateral, (iii) any and all claims and payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Trademark Collateral by any Person acting under color of governmental authority, and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Trademark Collateral or for or on account of any damage or injury to or conversion of or infringement of rights in any Trademark Collateral by any Person.

“PTO” means the United States Patent and Trademark Office and any successor thereto.

“Secured Obligations” means all liabilities, obligations (including the Obligations), or undertakings owing by Debtor to Agent, any Lender or to any Bank Product Provider of any kind or description arising out of or outstanding under, advanced or issued pursuant to, or evidenced by the Loan Agreement, this Agreement, or any of the other Loan Documents, irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, voluntary or involuntary, whether now existing or hereafter arising, and including all costs, expenses, fees (including attorneys fees), interest, and indemnities (including any portion of costs, expenses, fees, interest, and indemnities that accrues after the commencement of an Insolvency Proceeding, whether or not allowed or allowable in whole or in part as a claim in any such Insolvency Proceeding) and any and all other amounts which Debtor is required to pay pursuant to any of the foregoing, by law, or otherwise.

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“Trademark Collateral” has the meaning set forth in Section 2.

“Trademarks” has the meaning set forth in Section 2.

“United States” and “U.S.” each means the United States of America, including all territories thereof and all protectorates thereof.

(b) Terms Defined in Code. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings ascribed to them in the Code.

(c) Interpretation. In this Agreement, except to the extent the context otherwise requires:

(i) Any reference to a Section or a Schedule is a reference to a section hereof, or a schedule hereto, respectively, and to a subsection or a clause is, unless otherwise stated, a reference to a subsection or a clause of the Section or subsection in which the reference appears.

(ii) The words “hereof,” “herein,” “hereto,” “hereunder” and the like mean and refer to this Agreement as a whole and not merely to the specific Section, subsection, paragraph or clause in which the respective word appears.

(iii) The meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined.

(iv) The words “including,” “includes” and “include” shall be deemed to be followed by the words “without limitation.”

(v) References to agreements and other contractual instruments shall be deemed to include all subsequent permitted amendments, restatements, supplements, refinancings, renewals, extensions, and other modifications thereto and thereof.

(vi) References to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation referred to.

(vii) Any captions and headings are for convenience of reference only and shall not affect the construction of this Agreement.

(viii) Capitalized words not otherwise defined herein shall have the respective meanings ascribed to them in the Loan Agreement.

(ix) In the event of a direct conflict between the terms and provisions of this Agreement and the Loan Agreement, it is the intention of the parties hereto that such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable

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conflict that cannot be resolved as aforesaid, the terms and provisions of the Loan Agreement shall control and govern; provided, however, that the inclusion herein of additional obligations on the part of Debtor and supplemental rights and remedies in favor of Agent (whether under federal law or applicable state law), in each case in respect of the Trademark Collateral, shall not be deemed a conflict with the Loan Agreement.

2. Security Interest.

(a) Grant of Security Interests. To secure the prompt payment and performance of the Secured Obligations, Debtor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing security interest in all of Debtor's right, title and interest in and to the following property, whether now existing or hereafter acquired or arising and whether registered or unregistered (collectively, the "Trademark Collateral"):

(i) all state (including common law) and federal trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by Debtor, and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the PTO, any State of the United States (but excluding each application to register any trademark, service mark, or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark or service mark) and all extensions or renewals thereof, including without limitation any of the foregoing identified on Schedule A hereto (as the same may be amended, modified or supplemented from time to time), and the right (but not the obligation) to register claims under any state or federal trademark law or regulation and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in Debtor's name or in the name of Agent for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world (collectively, the "Trademarks");

(ii) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto;

(iii) all general intangibles related to or arising out of any of the Trademarks and all the goodwill of Debtor's business symbolized by the Trademarks or associated therewith; and

(iv) all Proceeds of any and all of the foregoing.

Notwithstanding anything to the contrary contained herein, the term Trademark Collateral shall not include any rights or interest in any license or license agreement of a Debtor, as licensee thereof, if under the terms of such license or license agreement, or applicable law with respect thereto, the valid grant of a security interest therein to Agent is prohibited as a

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matter of law or under the terms of such license or license agreement and such prohibition has not been or is not waived or, if required, the consent of the other party to such license or license agreement has not been or is not otherwise obtained; provided, however, that the foregoing exclusions shall in no way be construed (a) to apply if any such prohibition is unenforceable under Sections 9-406, 9-407, or 9-408 of the Code or other applicable law, (b) so as to limit, impair or otherwise affect Agent's continuing security interests in or to monies due or to become due under any such license agreement, or (c) to limit, impair or otherwise affect Agent's continuing security interests in any rights or interests of any Debtor in and to any proceeds from the sale, license, lease or other disposition of any of the foregoing items.

(b) Continuing Security Interest. Debtor hereby agrees that this Agreement shall create a continuing security interest in the Trademark Collateral which shall remain in effect until terminated in accordance with Section 17.

(c) Incorporation into Loan Agreement. This Agreement shall be fully incorporated into the Loan Agreement and all understandings, agreements and provisions contained in the Loan Agreement shall be fully incorporated into this Agreement. Without limiting the foregoing, the Trademark Collateral described in this Agreement shall constitute part of the Collateral in the Loan Agreement.

(d) Licenses. Debtor may grant and dispose of licenses of the Trademark Collateral in accordance with the terms of the Loan Agreement.

3. Further Assurances; Appointment of Agent as Attorney-in-Fact. Debtor at its expense shall execute and deliver, or cause to be executed and delivered, to Agent any and all documents and instruments, in form and substance satisfactory to Agent, and take any and all action, which Agent, in the exercise of its Permitted Discretion, may request from time to time, to perfect and continue the perfection or to maintain the priority of, or provide notice of Agent's security interests in the Trademark Collateral and to accomplish the purposes of this Agreement. If Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Agent in accordance with the foregoing, Agent shall have the right, in the name of Debtor, or in the name of Agent or otherwise, without notice to or assent by Debtor, and Debtor hereby irrevocably constitutes and appoints Agent (and any of Agent's officers or employees or agents designated by Agent) as Debtor's true and lawful attorney-in-fact with full power and authority, (i) to sign the name of Debtor on all or any of such documents or instruments and perform all other acts that Agent in the exercise of its Permitted Discretion deems necessary or expedient in order to perfect or continue the perfection of, maintain the priority or enforceability of or provide notice of Agent's security interest in the Trademark Collateral held by Agent for the benefit of the Lender Group and the Bank Product Providers, and (ii) to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of Debtor, that Agent, in the exercise of its Permitted Discretion, deems necessary or expedient to maintain, preserve and protect the Trademark Collateral and to accomplish the purposes of this Agreement, including (A) upon the occurrence and during the continuance of any Event of Default, to defend, settle, adjust or institute any action, suit or proceeding with respect to the Trademark Collateral, (B) upon the occurrence and during the continuance of any Event of Default, to assert or retain any rights under any license agreement for any of the Trademark Collateral, and (C) upon the occurrence and during the

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continuance of any Event of Default, to execute any and all applications, documents, papers and instruments for Agent to use the Trademark Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Trademark Collateral, and to assign, convey or otherwise transfer title in or dispose of the Trademark Collateral. The power of attorney set forth in this Section 3, being coupled with an interest, is irrevocable so long as this Agreement shall not have terminated in accordance with Section 17; provided that the foregoing power of attorney shall terminate when all of the Secured Obligations have been fully and finally repaid and performed and the Lender Group's obligations to extend credit under the Loan Agreement is terminated.

4. Representations and Warranties. Debtor represents and warrants to each member of the Lender Group as follows:

(a) No Other Trademarks. Schedule A (as updated from time to time) sets forth a true and correct list of all of Debtor's existing Trademarks that are registered, or for which any application for registration has been filed with the PTO or any corresponding or similar trademark office of any other U.S. jurisdiction, and that are owned or held (whether pursuant to a license or otherwise) and used by Debtor.

(b) Trademarks Subsisting. Except as otherwise disclosed to, and acknowledged by, Agent in writing, each of Debtor's Trademarks listed in Schedule A is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and each of the Trademarks set forth on Schedule A is valid and enforceable, except to the extent such invalidity or unenforceability would not be reasonably expected to cause a Material Adverse Change.

(c) Ownership of Trademark Collateral; No Violation. (i) Debtor has rights in and good and defensible title to the Trademark Collateral in respect of the Trademarks that they own, except to the extent the failure to do so would not reasonably be expected to cause a Material Adverse Change (ii) other than licensed Trademark Collateral, Debtor is the sole and exclusive owner of such Trademark Collateral, free and clear of any Liens and rights of others (other than Permitted Liens), including licenses, registered user agreements and covenants by Debtor not to sue third persons, and (iii) with respect to any Trademarks for which Debtor is either a licensor or a licensee pursuant to a license or licensing agreement regarding such Trademark, each such license or licensing agreement is in full force and effect, Debtor is not in material default of any of its obligations thereunder and no other Person has any rights in or to any of such Trademark Collateral, except to the extent the failure to do so would not reasonably be expected to cause a Material Adverse Change, other than (A) the parties to such licenses or licensing agreements, or (B) in the case of any non-exclusive license or license agreement entered into by Debtor or any such licensor regarding such Trademark, the parties to any other such non-exclusive licenses or license agreements entered into by Debtor or any such licensor with any other Person.

(d) No Infringement. To the best of Debtor's knowledge, (i) no material infringement or unauthorized use presently is being made of any of the Trademark Collateral by any Person, and (ii) the past, present, and contemplated future use of the Trademark Collateral by Debtor has not, does not and will not infringe upon or violate any right, privilege,

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or license agreement of or with any other Person or give such Person the right to terminate any such license agreement.

(e) Powers. Debtor has the unqualified right, power and authority to pledge and to grant to Agent, for the benefit of the Lender Group and the Bank Product Providers, security interests in all right, title, and interest of Debtor in and to the Trademark Collateral pursuant to this Agreement, and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person except as already obtained.

5. Covenants. Debtor covenants that so long as this agreement shall be in effect, debtor shall:

(a) Promptly give Agent written notice of the occurrence of any event that could reasonably be expected to have a material adverse effect on any of the Trademarks or the Trademark Collateral which is material to its business, including any petition under the Bankruptcy Code filed by or against any licensor of any of the Trademarks for which Debtor is a licensee;

(b) On a continuing basis, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, including appropriate financing and continuation statements and security agreements, and take all such action as may be necessary or advisable or may be requested by Agent to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interests granted or purported to be granted hereby, to ensure Debtor's compliance with this Agreement or to enable Agent to exercise and enforce its rights and remedies hereunder with respect to the Trademark Collateral. Without limiting the generality of the foregoing sentence, Debtor:

(i) hereby authorizes Agent in its Permitted Discretion if Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Agent, to modify this Agreement without first obtaining Debtor's approval of or signature to such modification by amending Schedule A hereof to include a reference to any right, title or interest in any existing Trademark or any Trademark acquired or developed by Debtor after the execution hereof, or to delete any reference to any right, title or interest in any Trademark in which Debtor no longer has or claims any right, title or interest; and

(ii) hereby authorizes Agent, in its Permitted Discretion, to file one or more financing or continuation statements, if Debtor refuses to execute and deliver, or fails timely to execute and deliver, any such amendment thereto it is requested to execute and deliver by Agent, in each case, relative to all or any portion of the Trademark Collateral, without the signature of Debtor where permitted by law;

(c) Comply, in all material respects, with all applicable statutory and regulatory requirements in connection with any and all material Trademark Collateral and give such notice of Trademark, prosecute such material claims, and do all other acts and take all other

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measures which, in Debtor's reasonable business judgment, may be necessary or desirable to preserve, protect and maintain such material Trademark Collateral and all of Debtor's rights therein;

(d) Comply with each of the terms and provisions of this Agreement, the Loan Agreement, and the other Loan Documents and not enter into any agreement (for example, a license agreement) which is inconsistent with the obligations of Debtor under this Agreement without Agent's prior written consent; and

(e) Not permit the inclusion in any contract to which Debtor becomes a party of any provision that could or might impair or prevent the creation of security interests in favor of Agent, for the benefit of the Lender Group and the Bank Product Providers, in Debtor's rights and interest in any property included within the definitions of the Trademarks, acquired under such contracts.

6. Future Rights. For so long as any of the Secured Obligations shall remain outstanding, or, if earlier, until Agent shall have released or terminated, in whole but not in part, its interest in the Trademark Collateral, if and when Debtor shall obtain rights to any new Trademarks, or any reissue, renewal or extension of any Trademarks, the provisions of this Agreement shall automatically apply thereto and if the foregoing is material to Debtor's business, Debtor shall give to Agent prompt notice thereof. Debtor shall do all things deemed necessary or expedient by Agent in the exercise of its Permitted Discretion to ensure the validity, perfection, priority and enforceability of the security interests of Agent in such future acquired Trademark Collateral.

7. Duties of Agent and the Lender Group. Notwithstanding any provision contained in this Agreement, none of Agent or any other member of the Lender Group or the Bank Product Providers shall have any duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to Debtor or any other Person for any failure to do so or delay in doing so. Except for the accounting for moneys actually received by Agent, any other member of the Lender Group or the Bank Product Providers hereunder or in connection herewith, none of Agent, any other member of the Lender Group or the Bank Product Providers shall have any duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Trademark Collateral. If Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Agent in connection herewith, Debtor hereby authorizes Agent to modify, amend or supplement the Schedules hereto and to re-execute this Agreement from time to time on Debtor's behalf and as its attorney-in-fact to include any future Trademarks which are or become Trademark Collateral and to cause such re-executed Agreement or such modified, amended or supplemented Schedules to be filed with the PTO.

8. Remedies. Upon the occurrence and during the continuance of an Event of Default, Agent shall have all rights and remedies available to it under the Loan Agreement, the other Loan Documents, and applicable law (which rights and remedies are cumulative) with respect to the security interests in any of the Trademark Collateral or any other Collateral. Debtor agrees that such rights and remedies include the right of Agent as a secured party to sell or otherwise dispose of its Collateral after default, pursuant to the Code. Debtor agrees that

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Agent shall have such royalty-free licenses, to the extent permitted by law, for any Trademark Collateral that is reasonably necessary to permit the exercise of any of Agent's rights or remedies upon the occurrence and during the continuance of an Event of Default with respect to (among other things) any tangible asset of Debtor in which Agent has a security interest, including Agent's rights to sell inventory, tooling or packaging which is acquired by Debtor (or its successor, assignee or trustee in bankruptcy). In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, Agent shall have the right but shall in no way be obligated to bring suit, or to take such other action as Agent, in its discretion, deems necessary or advisable, in the name of Debtor or Agent, to enforce or protect any of the Trademark Collateral, in which event Debtor shall, at the request of Agent, do any and all lawful acts and execute any and all documents required by Agent in aid of such enforcement. To the extent that Agent shall elect not to bring suit to enforce such Trademark Collateral, Debtor, in the exercise of its reasonable business judgment, agrees to use all reasonable measures and its diligent efforts, whether by action, suit, proceeding or otherwise, to prevent the infringement, misappropriation or violation thereof by others and for that purpose agrees diligently to maintain any action, suit or proceeding against any Person necessary to prevent such infringement, misappropriation or violation.

9. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor and Agent for the benefit of the Lender Group and the Bank Product Providers and their respective successors and assigns.

10. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreement.

11. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, except to the extent that the validity or perfection of the security interests hereunder in respect of the Trademark Collateral are governed by federal law, in which case such choice of California law shall not be deemed to deprive Agent of such rights and remedies as may be available under federal law.

12. Entire Agreement; Amendment. This Agreement and the other Loan Documents, together with the Schedules hereto and thereto, which are incorporated herein by this reference, contain the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Loan Agreement. Notwithstanding the foregoing, Agent is hereby authorized to reexecute this Agreement or modify, amend or supplement the Schedules hereto in accordance with Section 6 hereof.

13. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

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14. Counterparts; Telefacsimile Execution. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

15. Loan Documents. Debtor acknowledges that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement and the other Loan Documents and all such rights and remedies are cumulative.

16. No Inconsistent Requirements. Debtor acknowledges that this Agreement and the other Loan Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

17. Termination. Upon the payment and performance in full in cash of the Secured Obligations, including the cash collateralization, expiration, or cancellation of all Secured Obligations, if any, consisting of Letters of Credit, and the full and final termination of any commitment to extend any financial accommodations under the Loan Agreement, this Agreement shall terminate, and Agent shall execute and deliver such documents and instruments and take such further action reasonably requested by Debtor, at Debtor's expense, as shall be necessary to evidence termination of the security interest granted by Debtor to Agent for the benefit of the Lender Group and the Bank Product Providers hereunder.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement,
as of the date first above written.

DEBTORS:

ADVANTAGE SALES & MARKETING LLC,
a California limited liability company

By: 
Name: Jonny King
Title: Chief Executive Officer

ADVANTAGE NATURAL LLC,
a California limited liability company

By: _____
Name:
Title:

**ADVANTAGE-CROWN SALES & MARKETING
LLC,**
a California limited liability company

By: _____
Name:
Title:

[SIGNATURE PAGES TO TRADEMARK SECURITY AGREEMENT]

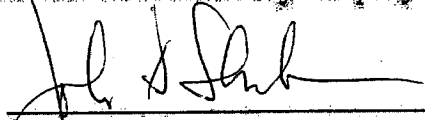
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement,
as of the date first above written.

DEBTORS:

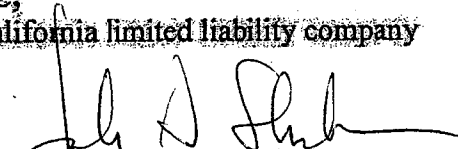
ADVANTAGE SALES & MARKETING LLC,
a California limited liability company

By: _____
Name:
Title:

ADVANTAGE NATURAL LLC,
a California limited liability company

By:  _____
Name: JOHN SHULMAN
Title: MANAGER

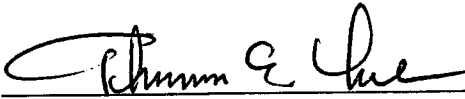
**ADVANTAGE-CROWN SALES & MARKETING
LLC,**
a California limited liability company

By:  _____
Name: JOHN SHULMAN
Title: MANAGER

[SIGNATURE PAGES TO TRADEMARK SECURITY AGREEMENT]

AGENT:

WELLS FARGO FOOTHILL, INC.,
a California corporation, as Agent

By: 
Name: Thomas E. Lane
Title: Senior Vice President
Regional Underwriting Manager

SCHEDULE A

Trademarks of Debtor

Jurisdiction	Name of Applicant	Trademark	Application No.	Registration No.	Date of Application/Registration
U.S.	Advantage Sales & Marketing LLC	IN INTEGRATED	76313107	2738332	7/15/03
U.S.	Pezrow Companies, Inc.	CONVENIENCE MEANS THE WORLD TO US CMN	75407151	2256698	6/29/99
U.S.	Pezrow Companies, Inc.	FILL THE PANTRY	75650225	2416433	12/26/00
U.S.	Pezrow Companies, Inc.	SUPER CHOICE	75211990	2162868	6/2/98
U.S.	Tom Christal Company	THE CONSUMER CONNECTION	75041539	2020938	12/3/96
U.S.	Advantage Sales & Marketing LLC	ASM*			
U.S.	Advantage Sales & Marketing LLC	ADVANTAGE SALES & MARKETING*			
Brazil	Advantage Sales & Marketing LLC	ADVANTAGE SALES & MARKETING (CL. 35)	824599152		5/23/02
Brazil	Advantage Sales & Marketing LLC	ADVANTAGE SALES & MARKETING (CL. 36)	824599144		5/23/02
Mexico	Advantage Sales & Marketing LLC	ADVANTAGE SALES & MARKETING (CL. 35)	558235		7/26/02

* Common law trademarks.

TRADEMARK

Trademark Licenses

None