



04-10-2006

Form USPTO-1594 (Rev. 07/05)
Online Collection 0651-0027 (exp. 6/30/2008)

DEPARTMENT OF COMMERCE
Patent and Trademark Office



RECORDATION
TRADEMARKS
103216242

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):

Advantage Sales & Marketing LLC

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) California

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: UBS AG Stamford Branch, as Collateral Agent

Internal

Address: _____

Street Address: 677 Washington Blvd.

City: Stamford

State: Connecticut

Country: USA Zip: 06901

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Agent 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)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) 03/29/2006

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

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

A. Trademark Application No.(s)
78-461667; 78-801507

B. Trademark Registration No.(s)
2416433; 2738332; 2020938; 2963835; 2256698

Additional sheet(s) attached? Yes No

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

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

Name: Deborah Taylor

Internal Address: c/o Latham & Watkins LLP

Street Address: 633 West Fifth Street, Suite 4000

City: Los Angeles

State: California Zip: 90071

Phone Number: 213-485-1234

Fax Number: 213-891-8763

Email Address: deborah.taylor@lw.com

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 190.00

- 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 _____

9. Signature:

Deborah Taylor
Signature

April 4, 2006

Date

04/07/2006 BYRNE 00000124 78461667

03 APR 11 2006
02 APR 11 2006

40.00 up Deborah Taylor

150.00 Name of Person Signing

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

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003324 FRAME: 0848

Trademark Security Agreement

Trademark Security Agreement, dated as of March 29, 2006, by ADVANTAGE SALES & MARKETING LLC, a California limited liability company (the "Pledgor"), in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby mortgages, pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule 1¹ attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise reasonably determine with the consent of the Pledgor, which consent shall not be unreasonably delayed or withheld.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than contingent indemnification obligations not then due and payable) and termination of the

¹ Should include same Trademarks listed on Schedule 12(a) of the Perfection Certificate.

Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

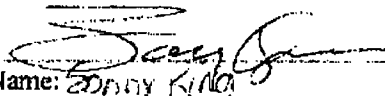
SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

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

Very truly yours,

ADVANTAGE SALES & MARKETING LLC

By: 
Name: Tony King
Title: CEO

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

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

Very truly yours,

ADVANTAGE SALES & MARKETING LLC

By: _____
Name:
Title:

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: Irja R. Otsa
Name: Irja R. Otsa
Title: Associate Director
Banking Products
Services, US

By: Pamela Otsa
Name: Pamela Otsa
Title: Associate Director
Banking Products
Services, US

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 003324 FRAME: 0852

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
Advantage Sales & Marketing LLC	2416433 February 26, 1999	FILL THE PANTRY
Advantage Sales & Marketing LLC	2738332 September 10, 2001	IN INTEGRATED
Advantage Sales & Marketing LLC	2020938 January 11, 1996	THE CONSUMER CONNECTION
Advantage Sales & Marketing LLC	78-461667 September 20, 2005 Intent-to-Use	PROMOPOINT MARKETING
Advantage Sales & Marketing LLC	78-801507 January 27, 2006 In Process	ADVANTAGE SALES & MARKETING
Advantage Sales & Marketing LLC	2963835 June 28, 2005 (Transferred to ASM as of 2-3-06)	MARKETRATION
Advantage Sales & Marketing LLC	2256698	CONVENIENCE MEANS THE WORLD TO US CMN
Advantage Sales & Marketing LLC	824599152 May 23, 2002 In Process (Brazil)	ADVANTAGE SALES & MARKETING
Advantage Sales & Marketing LLC	824599144 May 23, 2002 In Process (Brazil)	ADVANTAGE SALES & MARKETING
Advantage Sales & Marketing LLC	558236 July 26, 2002 In Process (Mexico)	ADVANTAGE SALES & MARKETING

Trademark Applications:

None.

Domain Names:

<u>OWNER</u>	<u>DOMAIN NAMES</u>
Advantage Sales & Marketing LLC	ACBPREPORTING.COM ACSM.COM ADVANTAGENATURAL.COM ASMAGENCY.COM ASMCO.COM ASMCONNECT.COM ASMCONNECTS.COM

	ASMDAL.COM ASMDEN.COM ASMECM.COM ASMIIOU.COM ASM-KC.COM ASMMAC.COM ASMMD.COM ASMMIT.COM ASMNC.COM ASMNC2.COM ASMNEP.COM ASMNET.COM ASMPA.COM ASMPDX.COM ASMPIX.COM ASMSAT.COM ASMSC.COM ASMSCB.COM ASMSLC.COM ASMSOUTH.COM ASMTX.COM ASMVA.COM ASMWA.COM ASMWC.COM BUDDMAYER.COM FACTORYLINK2000.COM INSTOREOPPORTUNITIES.COM ITSTHEBAGMACCFUND.COM JNFSLC.COM KALTYSAIOS.COM KSRSS.COM MARKETINGSLS.COM MARKETRATION.COM PEZROW.COM PROMOPOINTMARKETING.COM RMXPRESS.COM RMXPRESS.NET RSS-INC.COM RSSREP.COM SCSNETWORK.COM SMARTTEAMCONSULTING.COM SMARTTEAMCONSULTING.COM STEELSETS.COM SUPERFRIDGE.COM SWESTBROKERAGE.COM THESMARTEAM.COM THINKINTEGRATED.COM
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