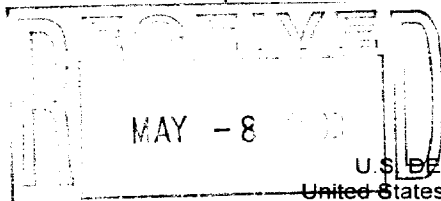


5/8/09



Form PTO-1594 (Rev. 01-00)
OMB Colle

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

05-11-2009



To the [

103559993

**FORM COVER SHEET
MARKS ONLY**

Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies).

PDQ Food Stores, Inc.
7601 Discovery Drive
Middleton, WI 53562

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) April 30, 2009

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMorgan Chase Bank, N.A

Internal

Address: _____

Street Address: 22 East Mifflin Street

City: Madison

State: WI

Country: USA

Zip: 53703

- Association Citizenship USA
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship USA

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)

B. Trademark Registration No.(s)

834,148; 847,183; 2,333,124; 2,333,125; 2,333,127; 2,368,371; 2,391,337; 2,424,629; 2,424,630;

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: Richard E. Petershack

Internal Address: _____

Street Address: 2 E. Mifflin Street, Suite 200

City: Madison

State: WI

Zip: 53703

Phone Number: (608) 283-6726

Fax Number: (608) 257-5444

Email Address: rpetershack@axley.com

6. Total number of applications and registrations involved:

10

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$265.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Richard E. Petershack
Signature

April 30, 2009

Date

Richard E. Petershack
Name of Person Signing

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

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

Additional Trademark Registrations Nos. for Recordation Cover Sheet
Conveying Party: PDQ Food Stores, Inc.
Receiving Party: JP Morgan Chase Bank, N.A.

Additional No.: 2,496,853

GRANT OF SECURITY INTEREST IN TRADEMARKS/SERVICEMARKS

FOR VALUE RECEIVED, the undersigned, PDQ Food Stores, Inc., a Wisconsin corporation, ("PDQ" or "Assignor"), hereby grants a security interest in all of its right, title and interest in and to the trademarks, servicemarks and applications therefor described on Exhibit A which is attached hereto and made a part hereof (in all events, herein referred to as the "Marks") as the same now exist or are hereinafter applied for or registered, together with the goodwill ("Goodwill") of the business commonly known as PDQ Food Stores, Inc., a Wisconsin corporation ("Borrower"), (together the "Marks" and "Goodwill" are referred to herein as the "Collateral"), to JPMorgan Chase Bank, N.A., in its capacity as administrative agent (the "Agent") for the lenders party to the Credit Agreement referred to below ("Lenders").

Assignor hereby warrants and represents that there are no assignments of the Collateral prior or superior to this assignment.

This assignment is given as additional security for the payment of the obligations of the undersigned, or certain of them, under the documents, instruments and agreements described on Exhibit B attached hereto and made a part hereof (together, the "Obligations"), and an Event of Default under the terms of the Credit Agreement as described on Exhibit B or under any and all other documents executed in connection therewith or relating thereto (together, the "Loan Documents") shall be deemed, at the option of Agent, to be a breach of the terms hereof.

Assignor hereby irrevocably appoints Agent its true and lawful attorney (with or without taking possession of the Collateral) to act upon an Event of Default under the Credit Agreement to enforce its rights in the Collateral upon such terms and conditions in Agent's discretion as Agent may determine, with the same rights, powers and benefits as the undersigned would have under such Collateral.

Agent shall not exercise any of the rights and powers conferred upon it herein until and unless an Event of Default shall occur under the Credit Agreement. So long as no Event of Default under the Credit Agreement shall have occurred, Assignor shall have the exclusive right to use the Collateral and Agent shall have no right to use the Collateral or issue any license with respect thereto, or assign, pledge or otherwise transfer title in the Collateral to anyone else.

Agent shall not be obligated to perform or discharge any obligation, duty or liability under any Collateral and Assignor hereby agrees to indemnify and hold Agent and Lenders harmless of and from any and all liability, loss or damage which it may or might incur under the Collateral under or by reason of this assignment except for such liability, loss or damage arising directly from Agent's or any Lender's gross negligence or willful misconduct.

Except for the Permitted Encumbrances as defined in the Credit Agreement, Assignor shall keep the Collateral free from all liens, encumbrances and security interests, defend the Collateral against all claims and legal proceedings by persons other than Agent or any Lender; maintain registration of the Marks, including without limitation paying any fees due in order to register or preserve registration of the Marks, unless it shall reasonably determine that such Mark or Marks is or are in no way material to the conduct of its business or operations; pay and discharge when due all taxes, license fees, levies and other charges upon the Collateral; not sell, license, lease or otherwise dispose of the Collateral other than in the ordinary course of business, and not permit it to be used in violation of any applicable law or regulation.

This assignment shall be construed in accordance with the laws of the State of Wisconsin. This assignment shall inure to the benefit of Agent and its successors and assigns and the Lenders and shall

Execution Copy

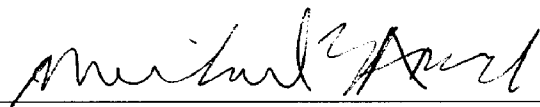
bind Assignor and its successors and assigns. As used herein, the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, Assignor has caused the above assignment to be executed as of the 30th day of April, 2009 in Madison, Wisconsin.

("PDQ" and "Assignor")

PDQ FOOD STORES, INC., a Wisconsin corporation,

[CORPORATE SEAL]
[or if none, so state]

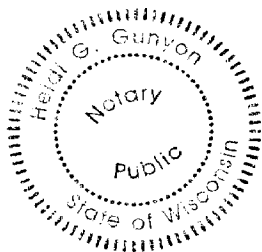
By: 
Michael S. Arnold, Chief Financial Officer

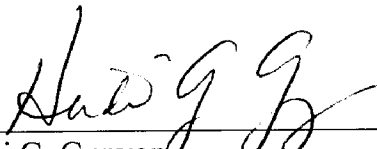
ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

On this 30th day of April, 2009, before me personally appeared Michael S. Arnold, the Chief Financial Officer of PDQ Food Stores, Inc., a Wisconsin corporation, who acknowledged himself to be such officer of such corporation, to me known to be the person who executed the foregoing assignment on behalf of and by the authority of such corporation and acknowledged the same.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.




Heidi G. Gunyon
Notary Public, State of Wisconsin
My commission: expires 9/23/2012

This instrument was drafted by:
Richard E. Petershack, Esq.
Axley Brynerson, LLP
Post Office Box 1767
Madison, WI 53701-1767
Following filing, please return to drafter.

EXHIBIT A

List of Trademarks/ServiceMarks/Applications

- A. Patents. None.
- B. Registered Copyrights. None.
- C. Trademarks and ServiceMarks.

(1) Registered.

Mark	Registration No.	Registration Date	Class	Description of Goods and/or Services
PDQ (word only)	834,148	8/22/1967	42	Supervisory Services for Grocery Stores
PDQ (word only)	847,183	4/2/1968	42	Grocery Store Services.
PDQ & Design	2,333,124	3/21/2000	4	Gasoline and Diesel Fuel.
PDQ (word only)	2,333,125	3/21/2000	4	Gasoline and Diesel Fuel.
PDQ (word only)	2,333,127	3/21/2000	37	Car Wash Services.
PDQ & Design	2,368,371	7/18/2000	37	Car Wash Services.
PDQ & Design	2,391,337	10/3/2000	30	Deli Products and Pre-Prepared Foods, Namely, Sandwiches, Macaroni, Rice and Pasta Salads; Bakery Goods, Namely, Cookies, Muffins, Pastries and Bagels; Coffee, both Prepared and Unprepared; Prepared Cocoa.
PDQ (word only)	2,424,629	1/30/2001	35	Retail Convenience Store Services Featuring Automotive Fuels, Packaged and Fresh Foods, Tobacco Products, Beer, Soft Drinks, Snack Foods, Candies, Health and Beauty Products, Non-Prescription Medicines, Magazines and Greeting Cards, and General Groceries and Merchandise.
			42	Fast Food Restaurant and Delicatessen Services Featuring Sandwiches, Salads, Baked Goods, Soft Drinks and Coffee.
PDQ & Design	2,424,630	1/30/2001	35	Retail Convenience Store Services Featuring Automotive Fuels, Packaged and Fresh Foods, Tobacco Products, Beer, Soft Drinks, Snack Foods, Candies, Health and Beauty Products,

Mark	Registration No.	Registration Date	Class	Description of Goods and/or Services
			42	Non-Prescription Medicines, Magazines and Greeting Cards, and General Groceries and Merchandise. Fast Food Restaurant and Delicatessen Services Featuring Sandwiches, Salads, Baked Goods, Soft Drinks and Coffee.
PDQ (Word only)	2,496,853	10/9/2001	30	Deli Products and Pre-Prepared Foods, Namely, Sandwiches, Macaroni, Rice and Pasta Salads; Bakery Goods, Namely, Cookies, Muffins, Pastries and Bagels; Coffee, both Prepared and Unprepared; Prepared Cocoa

(2) Unregistered.

- [a] World Cup Coffee
- [b] PDQ Food Stores

EXHIBIT B

OBLIGATIONS

1. Credit Agreement of even date herewith by and between PDQ and Lenders (the "Credit Agreement");
2. Revolving Credit Note of even date herewith in the original principal amount of Eighteen Million Five Hundred Thousand and no/100 Dollars (\$18,500,000.00) given by PDQ to JPMorgan Chase Bank, N.A. (the "Chase Revolving Note");
3. Revolving Credit Note of even date herewith in the original principal amount of Eighteen Million Five Hundred Thousand and no/100 Dollars (\$18,500,000.00) given by PDQ to M&I Marshall & Ilsley Bank (the "M&I Revolving Note"); and
4. Swingline Note of even date herewith in the original principal amount of Four Million and no/100 Dollars (\$4,000,000.00) given by PDQ to JPMorgan Chase Bank, N.A. (the "Swingline Note").

April 28, 2009