

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
H MART COMPANIES, INC.		09/16/2011	CORPORATION: NEW YORK
DY IMPORT CO.		09/16/2011	CORPORATION: MARYLAND

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A.
Street Address:	101 North Tryon Street
Internal Address:	One Independence Center
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255-0001
Entity Type:	National Banking Corporation: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2429947	H HAN AH REUM ASIANMART
Registration Number:	2984143	H MART
Registration Number:	2964524	
Registration Number:	3125648	HAIOREUM
Registration Number:	2964228	
Registration Number:	3035142	PREMIUM ASIAN GOURMET
Registration Number:	3120067	BEER WINE FESTIVAL SINCE 2003
Registration Number:	3235986	ASIANFOOD FESTIVAL SINCE 2003
Registration Number:	3157205	KOREAN KIMCHI FESTIVAL THOUSAND YEARS OF HISTORY BRINGS THE SECRET TASTE
Registration Number:	3386360	DANYA

CORRESPONDENCE DATA

CH \$265.00 2429947

Fax Number: (216)579-0212
Phone: 216-586-7471
Email: ladelong@jonesday.com, pcyingier@jonesday.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Laura A. DeLong
Address Line 1: 901 Lakeside Avenue
Address Line 2: JONES DAY
Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	739326-143042-H MART
NAME OF SUBMITTER:	Laura A. DeLong
Signature:	/Laura A. DeLong/
Date:	02/02/2012

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 16, 2011, is made among H Mart Companies, Inc., a New York corporation ("H Mart Companies"), and DY Import Co., a Maryland corporation ("DY Import," and together with H Mart Companies, each a "Guarantor" and collectively, the "Guarantors"), each other party as shall from time to time become a party hereto (each such party, the Borrower and the Guarantors being collectively hereinafter referred to from time to time, as the "Grantors" and each, individually, as a "Grantor"), and Bank of America, N.A., as administrative agent (together with its successors) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

WITNESSETH:

WHEREAS, H Mart, Inc., an affiliate of the Grantor and the Administrative Agent, among others, are parties to a Credit Agreement, dated as of September 16, 2011 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the Secured Parties party thereto;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Guarantee and Security Agreement, dated as of September 16, 2011 (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Security Agreement");

WHEREAS, pursuant to the Guarantee and Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations and Guarantor Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Secured Parties to make Loans and issue or participate in Letters of Credit pursuant to the Credit Agreement, the Grantor agrees, for the benefit of each Lender, as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Guarantee and Security Agreement.

Section 2. Grant of Security Interest. The Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Administrative Agent, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral"):

- (a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos

and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those filed or registered items referred to in Item A of Schedule I attached hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (each, a "Trademark");

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I attached hereto; and

(c) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license.

Notwithstanding the foregoing, "Trademark Collateral" shall not include any general intangibles or other rights arising under any contracts, instruments, licenses or other documents relating to any of the foregoing Trademark Collateral as to which the grant of a security interest would (i) constitute a violation of a valid and effective restriction in favor of a third party on such grant, unless and until any required consents shall have been obtained or (ii) give any other party to such contract, instrument, license or other document the right to terminate its obligations thereunder pursuant to any valid and effective provision thereof.

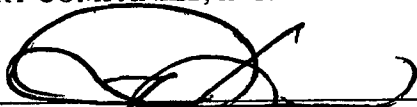
Section 3. Guarantee and Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for the benefit of the Secured Parties under the Guarantee and Security Agreement. The Guarantee and Security Agreement (and all rights and remedies of the Administrative Agent and each Lender thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Guarantee and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.


Section 5. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

H MART COMPANIES, INC.

By: 
Name: Ilyeon Kwon
Title: President

D.Y. IMPORT CO., INC.

By: 
Name: Ilyeon Kwon
Title: President

BANK OF AMERICA, N.A., as
Administrative Agent

By: _____
Name: **Roberto Salazar**
Title: **Vice President**

SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

Registered Trademarks

Company	Mark; Trade name	Appl. No./ Date	Reg. No./ Date	Status	Jurisdiction of Registration
H Mart Companies, Inc.	H Han Ah Reum Asian Mart (and Design)	75/941,540 03/10/00	2,429,947 02/20/01	Live	U.S.
H Mart Companies, Inc.	H Mart (and Design)	78/340,480 12/13/03	2,984,143 08/09/05	Live	U.S.
H Mart Companies, Inc.	HanAhReum Korean Home Shopping (in Korean words)	76/521,204 06/02/03	2,964,524 06/02/03	Live	U.S.
H Mart Companies, Inc.	Haiozeum (and Design)	78/374,700 02/26/04	3,125,648 08/08/06	Live	U.S.
H Mart Companies, Inc.	Han Ah Ryong (Chinese characters)	78/422,924 05/21/04	2,964,228 06/28/05	Live	U.S.
H Mart Companies, Inc.	Premium Asian Gourmet	78/498,816 10/13/04	3,035,142 12/27/05	Live	U.S.
H Mart Companies, Inc.	Hanahreum Gogook TongshinPanma (Korean characters)	76/521,204 06/02/03	2,964,524 07/05/05	Live	U.S.
H Mart Companies, Inc.	Beer Wine Festival Since 2003 (and Design)	78/672,802 07/18/05	3,120,067 7/25/06	Live	U.S.
H Mart Companies, Inc.	Asian Food Festival Since 2003 (and Design)	78/672,862 7/18/05	3,235,986 05/1/07	Live	U.S.
H Mart Companies, Inc.	Korean Kimchi Festival Thousand Years of History Brings the Secret Taste (and Design)	78/672,839 7/18/05	3,157,205 10/17/06	Live	U.S.
D.Y. Import Co., Inc.	Danya (and Design)	78/655,953 06/22/05	3,386,360 02/19/08	Live	U.S.

Pending Trademark Applications

*Country Trademark Serial No. Filing Date

None.

Trademark Applications in Preparation

<u>*Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Products/ Services</u>
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None.

Item B. Trademark Licenses

<u>*Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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None.