

GRANT OF TRADEMARK SECURITY INTEREST

GRANT OF TRADEMARK SECURITY INTEREST ("*Grant*"), dated as of February 23, 2012, by Whitsons Food Service (Bronx) Corp., a New York corporation ("*Grantor*"), in favor of JPMorgan Chase Bank, N.A. ("*Lender*") for the lenders party to the Credit Agreement referred to below.

WITNESSETH:

WHEREAS, Grantor, certain of its Affiliates and Lender are entering into a Credit Agreement dated as of the date hereof (as it may be amended or modified from time to time, the "*Credit Agreement*");

WHEREAS, Grantor, certain of its Affiliates and Lender are entering into a Security Agreement dated as of the date hereof (as it may be amended or modified from time to time, the "*Security Agreement*") in order to induce the Lenders to enter into and extend credit to Grantor and certain of its Affiliates under the Credit Agreement and to secure the Secured Obligations; and

WHEREAS, pursuant to the Security Agreement, Grantor is executing and delivering to Lender this Grant for filing with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **Defined Terms.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement or, if not defined therein, in the Security Agreement.

2. **Grant of Security Interest in Trademarks.** Grantor hereby grants to Lender a security interest in all of its right, title and interest in, to and under all of Grantor's presently existing or hereafter acquired Trademarks, including, without limitation, the Trademarks set forth on **Schedule A** hereto, and all proceeds and products thereof.

3. **Security Agreement.** The security interest granted pursuant to this Grant is granted in conjunction with, and not in limitation of, the security interests granted to Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademarks and related Collateral 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.

[Signature page follows]

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

WHITSONS FOOD SERVICE (BRONX)

CORP.

By: [Signature]

Name: Beth Brach

Title: CEO

ACCEPTED AND ACKNOWLEDGED BY:

JPMORGAN CHASE BANK, N.A.,

as Lender

By: _____

Name: _____

Title: _____

Grant of Security Interest in Trademarks

TRADEMARK

REEL: 004735 FRAME: 0340

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

WHITSONS FOOD SERVICE (BRONX)
CORP.

By: _____

Name: _____

Title: _____

ACCEPTED AND ACKNOWLEDGED BY:
JPMORGAN CHASE BANK, N.A.,
as Lender

By: Kelly G. Maier
Name: Kelly G. Maier
Title: Authorized Officer

Grant of Security Interest in Trademarks

TRADEMARK
REEL: 004735 FRAME: 0341

Schedule A

Trademark Application	Application Serial No.	Application Filing Date
"SIMPLY CLASSIC"	85/463,795	November 3, 2011

Grant of Security Interest in Trademarks