



To the Honorable Commissioner of Patent and Trademark

102351103

attached original documents or copy thereof.

1. Name of conveying party(ies):
SUPER STORE INDUSTRIES *1-7-03*
2800 W. March Lane, Suite 210
Stockton, CA 95129

Individuals(s) Association
 General Partnership Limited Partnership
 Corporation -
 Other -

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: **BANK OF AMERICA, N.A., as**
Administrative Agent
Internal Address:
Street Address: **Sacramento Main Office**
555 Capitol Avenue

City: **Sacramento** State: **CA** ZIP: **95814**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State California _____
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: **November 26, 2002**

4. Application number(s) or patent number(s):
A. Trademark Application No.(s)
Bayview Farms (App. No. 76/258391)

Additional numbers attached? Yes No

(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

B. Trademark Registration No.(s)
Bayview (Reg. No. 1908045)

5. Name and address of party to whom correspondence concerning document should be mailed:
Mrs. Kim Walker
Name: **Buchalter, Nemer, Fields & Younger**
Internal Address: _____

Street Address: **601 South Figueroa Street, 24th Floor**
City: **Los Angeles** State: **California** ZIP: **90017**

6. Total number of applications and registrations involved: 24

7. Total fee (37 CFR 3.41) \$ 615⁰⁰
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
20-0052

(Attach duplicate copy of this page if paying by deposit account)

01/28/2003 LHMELER 00000083 200052 76258391

01 FC:8521 40.00 CH
02 FC:8522 575.00 CH

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of *my knowledge and belief*, the foregoing information is true and correct and any attached copy is a true copy of the original document.

MRS. KIM WALKER
Name of Person Signing *Christine E Wilson* *Kim Walker* Signature
January 6, 2003 Date

Total number of pages including cover sheet, attachments, and document: 11

SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT
TRADEMARKS/SERVICEMARKS OWNED BY GRANTOR

TRADEMARK	COUNTRY	CLASS(ES)	APPL NO/ FILING DATE	REG NO/ ISSUE DATE	STATUS AND REMARKS
Bayview	US	003; 016; 031	74/520020 05/02/94	1908045 08/01/95	Registered Next Renewal Due: 08/01/05
Bayview Farms	US	029; 030; 032	74/232619 12/20/91	1870213 12/27/94	Registered Next Renewal Due: 12/27/04
Bayview Farms	US	030	76/258391 05/16/01		Pending
Bay View Farms	US	029	73/582522 02/12/86	1430436 02/24/87	Registered Next Renewal Due: 02/24/07
Bay View Farms	US	029; 030	73/665270 06/08/87	1483698 04/05/88	Registered Next Renewal Due: 04/05/08
Bay View Farms	US	030	73/827573 09/25/89	1597693 05/22/90	Abandoned
Mountain Mist	US	032	76/204787 02/01/01		Abandoned
Nupet	US	031	74/135541 02/01/91	1696366 06/23/92	Registered Next Renewal Due: 06/23/12
Rancho Del Sol	US	030	74/349529 01/19/93	1867117 12/31/94	Registered Next Renewal Due: 12/31/04
Soft One	US	016	75/441739 02/27/98	2255294 06/22/99	Registered Affidavit of Use Due: 06/22/04 End Sec 8 Due: 06/22/05
Soft Stuff	US	016	76/351713 12/21/01		Abandoned
Sunny Ranch	US	029	74/557703 08/05/94		Pending
Sunny Select	US	004; 006; 016; 031	74/050580 04/19/90	1997211 08/27/96	Registered Next Renewal Due: 08/27/06
Sunny Select	US	003; 029; 030; 032	74/800469 04/19/90	2007268 10/08/96	Registered Next Renewal Due: 10/08/06

TRADEMARK	COUNTRY	CLASS(ES)	APPL NO/ FILING DATE	REG NO/ ISSUE DATE	STATUS AND REMARKS
Sunny Select	US	029	74/188899 07/26/91	1914227 08/22/95	Registered Next Renewal Due: 08/22/05
Sunnyside	US	032	74/314092 09/15/92	1866535 12/06/94	Registered Next Renewal Due: 12/06/04
Sunnyside Farms	US	030	76/258806 05/16/01	2588089 07/02/02	Registered Affidavit of Use Due: 07/02/07 End Sec 8 Due: 07/02/08
Sunnyside Farms	US	029	392349 05/19/93	1821537 02/15/94	Registered Next Renewal Due: 02/15/04
Sunnyside Farms	US	025		1199741 06/29/82	Registered Next Renewal Due: 06/29/12
Sunnyside Farms	US	029; 030; 032	73/666068 06/11/87	1486264 04/26/88	Registered Next Renewal Due: 04/26/08
Sunnyside Farms	US	030	73/827577 09/25/89	1601200 06/12/90	Abandoned
Sunnyside Farms Cowabunga	US	029; 030	76/156894 10/30/00		Pending
Tough Stuff	US	016	76/351714 12/21/01		Abandoned
Tuff One	US	016	75/318517 06/27/97	2276472 09/07/99	Registered Affidavit of Use Due: 09/07/04 End Sec 8 Due: 09/07/05

TRADEMARK SECURITY AGREEMENT

(TRADEMARK, TRADEMARK APPLICATIONS, AND TRADEMARK LICENSES)

Super Store Industries, a California general partnership ("Grantor"), owns the Trademarks and Trademark applications listed on Schedule 1 annexed hereto, and is party to the Trademark Licenses listed on Schedule 2 annexed hereto;

Grantor and BANK OF AMERICA, N.A., as administrative agent (in such capacity, and together with its successors, the "Administrative Agent"), are parties to a Credit Agreement, dated as of November 26, 2002 (as the same may be amended from time to time, the "Credit Agreement");

Pursuant to the terms of the Security Agreement, dated as of even date herewith, a copy of which is attached hereto as Exhibit A (as the same may be amended from time to time, the "Security Agreement"), between Grantor and the Administrative Agent, Grantor has granted to the Administrative Agent a security interest in substantially all the assets of Grantor including all right, title, and interest of Grantor in, to and under all Grantor's Trademarks and Trademark Licenses, together with any reissues, extensions, or renewals thereof, whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Trademarks and the applications thereof and for the registrations thereof, and all products and proceeds thereof, including any causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment of all Secured Obligations.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant upon the occurrence of certain events described herein, to the Administrative Agent a continuing security interest in all of any or all Grantor's right, title, and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Trademark, Trademark registration, and Trademark application, including each Trademark, Trademark registration, and Trademark application referred to on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration, and Trademark application;

(ii) each Trademark License, including each Trademark License listed on Schedule 2 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and

(iii) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present, or future infringement of any Trademark or Trademark registration including any Trademark or Trademark registration referred to on Schedule 1 annexed hereto, and any Trademark licensed under any Trademark License, including, without limitation, any Trademark License listed on Schedule 2 annexed hereto, or for injury to the goodwill associated with any Trademark, Trademark registration, or Trademark licensed under any Trademark License.

These security interests are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement. 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 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.


This Trademark Security Agreement is intended to secure the Secured Obligations on the terms and conditions stated in the Security Agreement.

All capitalized terms used herein shall have the meaning ascribed thereto in the Security Agreement, unless specifically defined herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed as of November 26, 2002.

GRANTOR:

SUPER STORE INDUSTRIES,
a California general partnership

By: 
Name: Tracy D. Nichol
Title: Chief Financial Officer

Acknowledged and Agreed to:
dated as of November ____, 2002.

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

By _____
Name: Robert Munn
Title: Senior Vice President

the security interest in the Trademark Collateral 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.

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IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed as of November ____, 2002.

GRANTOR: SUPER STORE INDUSTRIES,
a California general partnership

By: _____
Name: Tracy L. Nicholl
Title: Chief Financial Officer

Acknowledged and Agreed to:
dated as of November 26, 2002.

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

By: *Dora A. Brown*
Name: DORA A. BROWN
Title: Vice President

State of California }
 } ss.
County of _____ }

On _____, before me, _____ personally
appeared _____, personally known to me (or proved
to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

(Seal)

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TRADEMARK SECURITY AGREEMENT
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SCHEDULE 2 TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK LICENSES

NONE

EXHIBIT A
SECURITY AGREEMENT

To be furnished by Administrative Agent upon request.