

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
Village Pantry, LLC		09/25/2007	LIMITED LIABILITY COMPANY: INDIANA

RECEIVING PARTY DATA

Name:	Bank of Montreal, as Agent
Street Address:	115 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Chartered Bank: CANADA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	0855710	VILLAGE PANTRY
Registration Number:	1034956	VILLAGE PANTRY
Registration Number:	1162326	VILLAGE PANTRY
Registration Number:	1317347	VILLAGE PANTRY
Registration Number:	1432563	IF WE'RE NOT IN YOUR NEIGHBORHOOD YET, WE'RE ON YOUR WAY HOME
Registration Number:	1604882	MUG-A-LUG
Registration Number:	1628597	THANK\$ A LOTTERY
Registration Number:	2009816	SELECT A SUB
Registration Number:	2839973	VP.
Registration Number:	3096820	IF YOU NEED IT FAST, DON'T DRIVE PAST...VILLAGE PANTRY
Registration Number:	3135581	VP VILLAGE PANTRY

CORRESPONDENCE DATA

900088123

**TRADEMARK
 REEL: 003630 FRAME: 0514**

CH \$290.00 0855710

Fax Number: (312)803-5299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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ATTORNEY DOCKET NUMBER:	1669746
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	09/28/2007

Total Attachments: 4
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TRADEMARK COLLATERAL AGREEMENT

This 25th day of September, 2007, Village Pantry, LLC, an Indiana limited liability company (“*Debtor*”) with its principal place of business and mailing address at 9800 Crosspoint Boulevard, Indianapolis, Indiana 46256-3350, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Bank of Montreal, a Canadian chartered bank of Canada, acting through its Chicago branch (“*BMO*”), with its mailing address at 115 South LaSalle Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO acting as such administrative agent and any successor(s) or assign(s) to BMO acting in such capacity being hereinafter referred to as the “*Agent*”), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Agent, as the same may be amended, modified, or restated from time to time (the “*Security Agreement*”).

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-To-Use Applications*”), but rather, if and so long as Debtor’s Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set

forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

VILLAGE PANTRY, LLC

By Steven L. May
Name STEVEN L. MAY
Title VICE PRESIDENT AND CFO

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, as Agent

By _____
Name _____
Title _____

forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.


IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

VILLAGE PANTRY, LLC

By _____
Name _____
Title _____

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, as Agent

By 
Name GRAEME ROBERTSON
Title VICE PRESIDENT

SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT
TRADEMARKS

Owner	Trademark or Servicemark	Registration / Application Number	Registration / Filing Date
Village Pantry, LLC	Village Pantry	855,710	August 27, 1968
Village Pantry, LLC	Village Pantry	1,034,956	March 2, 1976
Village Pantry, LLC	Village Pantry	1,162,326	July 21, 1981
Village Pantry, LLC	Village Pantry	1,317,347	January 29, 1985
Village Pantry, LLC	If We're Not in Your Neighborhood Yet, We're On your Way Home	1,432,563	March 10, 1987
Village Pantry, LLC	Mug-A-Lug	1,604,882	July 3, 1990
Village Pantry, LLC	Thank\$ a Lottery	1,628,597	December 18, 1990
Village Pantry, LLC	Select a Sub	2,009,816	October 22, 1996
Village Pantry, LLC	VP [Design]	2,839,973	May 11, 2004
Village Pantry, LLC	If you need it Fast, Don't Drive Past . . . Village Pantry	3,096,820	December 30, 2004
Village Pantry, LLC	VP [Design]	3,135,581	August 29, 2005