

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Amended and Restated Trademark Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KINGS SUPER MARKETS, INC.		04/15/2009	CORPORATION: NEW JERSEY
BALDUCCI'S HOLDINGS LLC		04/15/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A.		
Street Address:	750 Walnut Avenue		
City:	Cranford		
State/Country:	NEW JERSEY		
Postal Code:	07016		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	1838164	KINGS	
Registration Number:	1874010	KINGS	
Registration Number:	2529053	KINGSLY	
Registration Number:	1897848	SIGNATURE CLUB	
Registration Number:	1315163	WITH LOVE FROM KINGS	
Registration Number:	2213997	B SINCE 1916	
Registration Number:	1340807	BALDUCCIS	
Registration Number:	1340806	BALDUCCIS	
Registration Number:	2212436	BALDUCCI'S	
Registration Number:	2641491	CAFE BALDUCCI	
Registration Number:	3142981	FOOD LOVER'S MARKET	
Registration Number:	3142982	TASTE COMES FIRST	

OP \$340.00 1838164

Serial Number:

77493068

B

CORRESPONDENCE DATA

Fax Number: (412)288-3063

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 412-288-3233

Email: ptoipinbox@reedsmith.com

Correspondent Name: Jody L. Burtner, Senior Paralegal

Address Line 1: P.O. Box 488

Address Line 2: Reed Smith LLP

Address Line 4: Pittsburgh, PENNSYLVANIA 15230-0488

ATTORNEY DOCKET NUMBER:

223418.70022.1354NOT

NAME OF SUBMITTER:

Jody L. Burtner

Signature:

/Jody L. Burtner/

Date:

04/17/2009

Total Attachments: 21

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated this 15th day of April, 2009 (hereinafter, as it may be from time to time amended, modified, extended, renewed, substituted, and/or supplemented, referred to as this "Agreement"), is made by

KINGS SUPER MARKETS, INC., a corporation duly organized, validly existing and in good standing under the laws of the State of New Jersey, having a mailing address located at 700 Lanidex Plaza, Parsippany, New Jersey 07054 (hereinafter referred to as "Kings Super Markets"),

AND

BALDUCCI'S HOLDINGS LLC, a limited liability company duly formed, validly existing and in good standing under the laws of the State of Delaware, having a mailing address located at 700 Lanidex Plaza, Parsippany, New Jersey 07054 (hereinafter referred to as "Balducci's Holdings") and hereinafter Kings Supermarkets and Balducci's Holdings shall be collectively referred to as the "Grantors"),

IN FAVOR OF

BANK OF AMERICA, N.A., a national banking association duly organized and validly existing under the laws of the United States of America, having an office located at 750 Walnut Avenue, Cranford, New Jersey 07016, in its capacity as the collateral agent (hereinafter, in such capacity, referred to as the "Collateral Agent") for the "Secured Parties" (as such term is defined in the A&R Credit Agreement).

WITNESSETH:

WHEREAS, pursuant to the terms, conditions, and provisions of that certain Credit Agreement dated as of April 28, 2006 (hereinafter referred to as the "Original Credit Agreement") executed by and among AG Kings Holdings Inc., a Delaware corporation (hereinafter referred to as the "Borrower"), as the borrower, Jefferies Finance LLC, a Delaware limited liability company (hereinafter referred to as "JF"), as a lender, JF, as the "Swing Line Lender" (as such term is defined in Section L.1 of the Original Credit Agreement, as amended), JF, as the "Administrative Agent" (as such term is defined in Section L.1 of the Original Credit Agreement, as amended, and hereinafter JF, in such capacity, shall be referred to as the "Original Agent"), JF, as the sole lead arranger, JF, as the sole book runner, and Jefferies & Co., Inc., a Delaware corporation (hereinafter referred to as "J&C"), as the syndication agent, JF made available to the Borrower (a) a secured revolving credit loan facility in the aggregate maximum principal amount of up to [REDACTED] Dollars (hereinafter referred to as the "Original Revolving Loan Facility"), including a [REDACTED] Dollar letter of credit sublimit for the issuance, on behalf of the Borrower, of standby letters of credit, (b) a secured term loan facility in the aggregate original principal amount of up to [REDACTED] Dollars (hereinafter referred to as the "Original Term Loan Facility"), and (c) [REDACTED] Dollar swing line credit facility (hereinafter referred to as the "Original Swing Line" and hereinafter the Original Revolving Loan Facility, the Original Term Loan Facility, and the Original Swing Line shall be collectively referred to as the "Original Loan Facilities"); and

WHEREAS, pursuant to the terms, conditions, and provisions of that certain Security Agreement dated as of April 28, 2006 (hereinafter referred to as the "Original Security Agreement") executed by the Borrower, AG Supermarket Holdings LLC (hereinafter referred to as the "Parent"), AG Holdings II Inc., a Delaware corporation (hereinafter referred to as "AG Holdings II"), AG Kings Real Estate Holdings LLC, a Delaware limited liability company (hereinafter referred to as "Kings RE Holdings"), and Kings Super

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(AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT)

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Markets (hereinafter collectively referred to as the "Original Grantors"), as grantors, in favor of the Original Agent and any successor administrative agent, as the secured party, the Original Grantors granted to the Original Agent and any successor administrative agent a first priority pledge and grant of a security interest in and to all of the present and future personal property and assets of the Original Grantors subject to the limitations set forth therein, including, without limitation, all accounts receivable, inventory, machinery and equipment, and general intangibles, and certain equity ownership interests, together with any and all proceeds and products thereof; and

WHEREAS, pursuant to the terms, conditions, and provisions of that certain Trademark Security Agreement dated as of April 28, 2006 (hereinafter referred to as the "Original Trademark Security Agreement") executed by Kings Super Markets, as grantor, in favor of the Original Agent, as the secured party, Kings Super Markets granted to the Original Agent and its successors and assigns a first priority pledge and grant of a security interest in and to all of the present and future interests of Kings Super Markets in and to certain trademark collateral all as more particularly described in the Original Trademark Security Agreement; and

WHEREAS, pursuant to the terms, conditions, and provisions of that certain Lender Assignment Agreement dated May 16, 2006 (hereinafter referred to as the "Lender Assignment Agreement #1"), executed by and between JF and Bank of America, N.A. (hereinafter referred to as "Bank of America"), JF sold and assigned to Bank of America, and Bank of America purchased and assumed from JF, (a) one hundred percent (100%) of the commitment under the Original Revolving Loan Facility and (b) twenty percent (20%) of the commitment under the Original Term Loan Facility; and

WHEREAS, the Original Credit Agreement was amended pursuant to the terms, conditions, and provisions of that certain Amendment No. 1 to Credit Agreement dated May 16, 2006 (hereinafter referred to as the "First Amendment"), executed by and among, the Borrower, as borrower, the Original Agent, as the administrative agent on behalf of JF and Bank of America, as lenders, and the Parent, AG Holdings II, Kings RE Holdings, and Kings Super Markets (hereinafter collectively referred to as the "Original Guarantors"), for the purposes more particularly set forth therein; and

WHEREAS, pursuant to the terms, conditions, and provisions of that certain Lender Assignment Agreement dated May 24, 2006 (hereinafter referred to as the "Lender Assignment Agreement #2"), executed by and between JF and Jefferies Finance CP Funding LLC, a Delaware limited liability company (hereinafter referred to as "JFCP"), JF sold and assigned to JFCP, and JFCP purchased and assumed from JF, one hundred percent (100%) of JF's portion of the "Term Loan Commitment Amount" (as such term is defined in Section 1.1 of the Original Credit Agreement, as amended); and

WHEREAS, pursuant to the terms, conditions, and provisions of that certain Lender Assignment Agreement dated July 19, 2007 (hereinafter referred to as the "Lender Assignment Agreement #3"), executed by and between JFCP and JFIN CLO 2007 Ltd., a limited liability company formed under the laws of the Cayman Islands (hereinafter referred to as "JFIN"), JFCP sold and assigned to JFIN, and JFIN purchased and assumed from JFCP, 46.553096973% of JFCP's portion of the "Term Loan Commitment Amount" (as such term is defined in Section 1.1 of the Original Credit Agreement, as amended); and

WHEREAS, the Original Credit Agreement was further amended pursuant to the terms, conditions, and provisions of that certain Amendment No. 2 to Credit Agreement dated April 15, 2008 (hereinafter referred to as the "Second Amendment"), executed by and among, the Borrower, as borrower, the Original Agent, as the administrative agent on behalf of the lenders, JFCP, as a lender, JFIN, as a lender, Bank of America, as a lender, and the Original Guarantors, for the purposes more particularly set forth therein; and

WHEREAS, pursuant to the terms, conditions, and provisions of that certain Resignation and Appointment of Administrative Agent and Waiver Agreement dated June 27, 2008 (hereinafter referred to as the "Resignation and Appointment Agreement"), executed by and among, the Borrower, as borrower, Bank of America, as a lender, JFCP, as a lender, and JFIN, as a lender, the Original Agent, as the administrative agent, and Bank of America, in its capacity as the "Successor Agent" (as such term is defined in the Resignation and Appointment Agreement), (a) the Original Agent resigned as the administrative agent, (b) the "Required Lenders" (as such term is defined in the Original Credit Agreement, as amended) appointed Bank of America as the administrative agent for the Lenders (hereinafter, in such capacity, Bank of America shall be referred to as the "Administrative Agent"), and (c) JFCP, JFIN, Bank of America, and the Borrower waived their respective rights to receive thirty (30) days notice of the resignation of the Original Agent as the administrative agent as is required pursuant to Section 10.10 of the Original Credit Agreement, as amended; and

WHEREAS, pursuant to the terms, conditions, and provisions of that certain Lender Assignment, Release, Consent, and Waiver Agreement dated June 27, 2008, executed by and among JFCP, JFIN, and Bank of America (hereinafter referred to as the "Lender Assignment Agreement #4"), (a) JFCP and JFIN sold and assigned to Bank of America, and Bank of America, purchased and assumed from JFCP and JFIN, one hundred percent (100%) of the interests of JFCP and JFIN in and to the "Term Loan Commitment Amount" (as such term is defined in Section 1.1 of the Original Credit Agreement, as amended) and (b) JFCP and JFIN were released as "Lenders" (as such term is defined in the Original Credit Agreement, as amended) in connection with the Original Loan Facilities; and

WHEREAS, the Original Credit Agreement was further amended pursuant to the terms, conditions, and provisions of that certain Third Amendment and Modification to Credit Agreement and Other Loan Documents dated June 27, 2008 (hereinafter referred to as the "Third Amendment"), executed by and among, the Borrower, as borrower, the Administrative Agent, as the administrative agent on behalf of the lenders, Bank of America, as a lender, and the Original Guarantors, for the purposes more particularly set forth therein; and

WHEREAS, pursuant to the terms, conditions, and provisions of that certain Lender Assignment Agreement dated June 27, 2008 (hereinafter referred to as the "Lender Assignment Agreement #5"), executed by and among the Borrower, Bank of America, and Capital One, N.A. (hereinafter referred to as "Capital One" and hereinafter Bank of America and Capital One shall be collectively referred to as the "Lenders"), Bank of America sold and assigned to Capital One, and Capital One purchased and assumed from Bank of America, forty percent (40%) of the interests of Bank of America in and to the Original Loan Facilities, as amended; and

WHEREAS, the Original Credit Agreement was further amended pursuant to the terms, conditions, and provisions of that certain letter amendment dated November 7, 2008 (hereinafter referred to as the "Fourth Amendment"), executed by the Administrative Agent and accepted by the Borrower, as borrower, the Original Guarantors, as guarantors, the Lenders, as lenders, and the Administrative Agent, as the administrative agent on behalf of the Lenders, for the purposes more particularly set forth therein; and

WHEREAS, the Original Credit Agreement was further amended pursuant to the terms, conditions, and provisions of that certain letter amendment dated November 7, 2008 (hereinafter referred to as the "Fifth Amendment"), executed by the Administrative Agent, as the administrative agent on behalf of the lenders, and accepted by the Borrower, as borrower, the Original Guarantors, as guarantors, the Lenders, as lenders, and the Administrative Agent, as the administrative agent on behalf of the Lenders, for the purposes more particularly set forth therein; and

WHEREAS, the Original Credit Agreement was further amended pursuant to the terms, conditions, and provisions of that certain Sixth Amendment and Modification to Credit Agreement and Other Loan Documents dated March 16, 2009 (hereinafter referred to as the "Sixth Amendment"), executed by and among, the Borrower, as borrower, the Administrative Agent, as the administrative agent on behalf of the lenders, Bank of America, as a lender, and the Original Guarantors, for the purposes more particularly set forth therein; and

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of March 16, 2009 (hereinafter, as it may be from time to time amended, modified, and/or supplemented, referred to as the "Asset Purchase Agreement"), executed by and among (a) Balducci's Holdings, (b) Balducci's New York LLC, a Delaware limited liability company (hereinafter referred to as "Balducci's New York"), (c) Balducci's Connecticut LLC, a Delaware limited liability company (hereinafter referred to as "Balducci's Connecticut"), (d) Balducci's Maryland LLC, a Delaware limited liability company (hereinafter referred to as "Balducci's Maryland"), and (e) Balducci's Virginia LLC, a Delaware limited liability company (hereinafter referred to as "Balducci's Virginia"), collectively as buyers (hereinafter collectively referred to as the "Balducci's Buyers"), and (i) Balducci's, LLC, a Delaware limited liability company, (ii) Sutton Place Gourmet, LLC, a Delaware limited liability company, (iii) Sutton Hay Day, LLC, a Delaware limited liability company, (iv) Sutton Place Gourmet II, LLC, a Delaware limited liability company, and (v) Sutton Place Gourmet III, LLC, a Delaware limited liability company, collectively as sellers (hereinafter collectively referred to as the "Balducci's Sellers"), the Balducci's Buyers have acquired (hereinafter referred to as the "Balducci's Acquisition") certain of the assets of the Balducci's Sellers in connection with the Balducci's Sellers' retail supermarket business; and

WHEREAS, the Administrative Agent and each Lender have agreed pursuant to the terms, conditions, and provisions of that certain Amended and Restated Credit Agreement dated of even date herewith (hereinafter referred to as the "A&R Credit Agreement") executed by and among the Borrower, as the borrower, the Lenders, as lenders, Bank of America, as the "Swing Line Lender" (as such term is defined in Section 1.1 of the A&R Credit Agreement), Bank of America, as the "L/C Issuer" (as such term is defined in Section 1.1 of the A&R Credit Agreement), and the Administrative Agent, as the administrative agent on behalf of the Lenders, to amend and restate in its entirety the Original Credit Agreement, as amended and modified up through the Sixth Amendment for the purposes more particularly set forth therein; and

WHEREAS, the Collateral Agent and each Lender have agreed pursuant to the terms, conditions, and provisions of that certain Amended and Restated Pledge and Security Agreement dated of even date herewith (hereinafter referred to as the "A&R Security Agreement") executed by the Borrower, the Parent, [KINGS HOLDINGS III], Kings RE Holdings, Kings Super Markets, Balducci's Holdings, Balducci's New York, Balducci's Connecticut, Balducci's Virginia, and Balducci's Maryland, in favor of the Collateral Agent, to amend and restate in its entirety the Original Security Agreement, as amended and modified up through the Sixth Amendment for the purposes more particularly set forth therein; and

WHEREAS, in connection with the A&R Credit Agreement, the parties hereto desire to amend and restate the Original Trademark Security Agreement for the purposes more particularly set forth herein; and

WHEREAS, all capitalized terms not defined herein shall have the meaning ascribed to them in, or incorporated by reference in, the A&R Security Agreement, and the rules of interpretation set forth in Section 1.2 of the A&R Security Agreement shall be applicable hereto.

NOW, THEREFORE, IN CONSIDERATION OF THESE PREMISES AND THE MUTUAL REPRESENTATIONS, COVENANTS, AND AGREEMENTS OF THE GRANTORS AND THE COLLATERAL AGENT, EACH PARTY, BINDING ITSELF AND ITS SUCCESSORS

AND/OR ASSIGNS, THE GRANTORS AND THE COLLATERAL AGENT HEREBY PROMISE, COVENANT, AND AGREE TO AMEND AND RESTATE THE ORIGINAL TRADEMARK SECURITY AGREEMENT, AS AMENDED UP THROUGH THE SIXTH AMENDMENT, WITH ALL OF THE TERMS, CONDITIONS, AND PROVISIONS SET FORTH HEREINBELOW AND ALL OF THE TERMS, CONDITIONS, AND PROVISIONS OF THE ORIGINAL TRADEMARK SECURITY AGREEMENT, AS AMENDED UP THROUGH THE SIXTH AMENDMENT, ARE HEREBY DEEMED SUPERSEDED, SUBSTITUTED, AND REPLACED BY THE FOLLOWING:

SECTION 1. Grant of Security Interest. As security for the prompt payment and performance of the Obligations, the Grantors hereby grant to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in (whether now owned or hereafter acquired by the Grantors and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Grantors in and to the following, whether now existing or hereafter acquired:

- (i) all trademarks and service marks registered with the United States Patent and Trademark Office owned by the Grantors (including, without limitation, those listed on Schedule "A" attached to this Agreement and made a part hereof);
- (ii) all applications for the registration of trademarks and service marks filed with the United States Patent and Trademark Office owned or filed on behalf of the Grantors (including, without limitation, those listed on Schedule "A" to this Agreement);
- (iii) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;
- (iv) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;
- (v) all registrations and recordings with respect to any of the foregoing;
- (vi) all renewals of any of the foregoing;
- (vii) all unregistered or common law rights in all corporate names, business names, trade styles, logos, other source or business identifiers owned by the Grantors;
- (viii) all licenses, including Trademark Licenses, and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;
- (ix) all rights to sue for past, present or future infringements of any of the foregoing;
- (x) all good will related to any of the foregoing; and
- (xi) all proceeds of any and all of the foregoing.

SECTION 2. Reference to Security Agreement. This Agreement has been entered into by the Grantors in favor of the Collateral Agent primarily for recording purposes as contemplated by the A&R Security Agreement. In the event of any inconsistency between any of the terms or provisions

hereof and the terms and provisions of the A&R Security Agreement, the terms and provisions of the A&R Security Agreement shall govern.

SECTION 3. Governing Law. This Agreement and the rights of the parties hereunder shall be construed and interpreted in accordance with the law of the State of New York, without application of the rules regarding conflicts of laws (other than section 5-1401 of the New York General Obligations Law).

SECTION 4. JURY TRIAL WAIVER. THE GRANTORS HEREBY IRREVOCABLY WAIVE ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

SECTION 5. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.


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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

GRANTORS:

ATTEST:

KINGS SUPER MARKETS, INC.


By: 
Name: *Morton Gennaro*
Title: *Controller*

By: 
Patrick T. Dentato
Secretary and Treasurer

{Signature Page to Amended and Restated Trademark Security Agreement}

WITNESS:

BALDUCCI'S HOLDINGS LLC, a Delaware limited liability company



Name: Michael Bourgeois

By: 
Patrick T. Dentato
President and Chief Executive Officer

[Signature Page to Amended and Restated Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED:

BANK OF AMERICA, N.A.

By: 
William T. Frangy
Senior Vice President

[UNRECORDED AND RESTATED]
[TRADEMARK, SECURITY AGREEMENT]

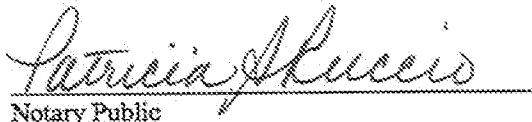
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STATE OF New Jersey :

ss:

COUNTY OF Morris :

On this 10th day of April, 2009, before me personally appeared PATRICK T. DENTINO, to me known who, being by me duly sworn, did depose and say that he is Treasurer & Secretary of **KINGS SUPER MARKETS, INC.**, a grantor described herein, and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by **KINGS SUPER MARKETS, INC.**


Notary Public

PATRICIA A. BUCCIO
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 9/15/2010

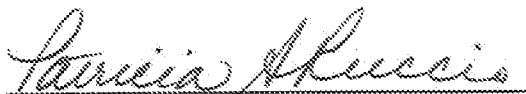
{Signature Page to Amended and Restated Trademark Security Agreement}

STATE OF New Jersey :

ss:

COUNTY OF Morris :

On this 15th day of April, 2009, before me personally appeared **Patrick T. Dentato**, to me known who, being by me duly sworn, did depose and say that he is President and Chief Executive Officer of **BALDUCCI'S HOLDINGS LLC**, a grantor described herein, and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by **BALDUCCI'S HOLDINGS LLC**.



Notary Public

PATRICIA A. BUCCIO
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 07/18/2010


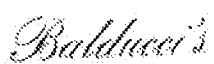

[Signature Page to Amended and Restated Trademark Security Agreement]

TRADEMARK
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SCHEDULE "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT EXECUTED BY KINGS SUPER MARKETS INC. AND
BALDUCCI'S HOLDINGS LLC IN FAVOR OF BANK OF AMERICA, N.A.
DATED APRIL 15, 2009

U.S. Trademark Registrations


Trademark	Filing Date	Appl. No.	Issue Date	Reg. No.	Status	Owner
KINGS	06/11/1992	74283936	05/31/1994	1838164	05/31/2014	Kings Super Markets, Inc.
KINGS	06/15/1992	74284370	01/17/1995	1874010	01/17/2014	Kings Super Markets, Inc.
KINGSLY	01/07/2000	75889764	01/15/2002	2529053	01/15/2012	Kings Super Markets, Inc.
SIGNATURE CLUB	11/17/1993	74458981	06/06/1995	1897848	06/06/2015	Kings Super Markets, Inc.
WITH LOVE FROM KINGS	01/23/1984	73462212	01/15/1985	1315163	07/15/2015	Kings Super Markets, Inc.
B SINCE 1916 design: 	06/05/1997	75304086	12/29/1998	2213997	Registered; renewal due 12/29/08 (extendable to 6/29/09)	Balducci's Holdings LLC
BALDUCCIS	09/30/1982	73398759	06/11/1985	1340807	Registered; renewal due 06/11/2015	Balducci's Holdings LLC
BALDUCCI'S script design 	09/30/1982	73398004	06/11/1985	1340806	Registered; renewal due 06/11/2015	Balducci's Holdings LLC
BALDUCCI'S thicker script design 	06/05/1997	75304202	12/22/1998	2212436	Registered; renewal due 12/22/2008 (extendible to 6/22/2009)	Balducci's Holdings LLC
CAFÉ BALDUCCI	06/03/1999	75720620	10/29/2002	2641491	Registered; renewal due 10/29/2012	Balducci's Holdings LLC
FOOD LOVER'S MARKET	03/16/2004	78384864	09/12/2006	3142981	Registered; renewal due 09/12/2016	Balducci's Holdings LLC

[AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
REEL: 003972 FRAME: 0322**

Trademark	Filing Date	Appl. No.	Issue Date	Reg. No.	Status	Owner
TASTE COMES FIRST	03/16/2004	78384866	09/12/2006	3142982	Registered; renewal due 09/12/2016	Balducci's Holdings LLC

U.S. Pending Trademark Applications

Trademark	Filing Date	Appl. No.	Issue Date	Reg. No.	Status	Owner
 "B" design	06/06/2008	77493068			Pending application	Balducci's Holdings LLC

Non-U.S. Trademark Registrations

Country	Mark	Owner of Record	Goods/services	Reg. No.	Date of Reg.
Bahrain	BALDUCCI'S	Balducci's Holdings LLC	Coffee, tea, cocoa, sugar, rice, tapioca, sago, artificial coffee; flour and preparations made from cereals, bread, pastry and confectionery, ices; honey, treacle; yeast, baking-power; salt, mustard; vinegar, sauces (condiments); spices; ice.	66765	May 17, 2008
Bahrain	BALDUCCI'S	Balducci's Holdings LLC	Agricultural, horticultural and forestry products and grains not included in other classes; live animals; fresh fruit and vegetables; seeds, natural plants and flowers; foodstuffs for animals, malt.	66766	May 17, 2008

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Country	Mark	Owner of Record	Goods/services	Reg. No.	Date of Reg.
Bahrain	BALDUCCI'S	Balducci's Holdings LLC	Beers; mineral and aerated waters and other non-alcoholic drinks; fruit drinks and fruit juices; syrups and other preparations for making beverages.	66767	May 17, 2008
Bahrain	BALDUCCI'S	Balducci's Holdings LLC	Alcoholic beverages (except beers).	66768	May 17, 2008
Bahrain	BALDUCCI'S	Balducci's Holdings LLC	Retail services.	66769	May 17, 2008
Bahrain	BALDUCCI'S	Balducci's Holdings LLC	Meat, fish, poultry and game; meat extracts; preserved, dried and cooked fruits and vegetables; jellies, jams, fruit sauces; eggs, milk and milk products, edible oils and fats; sandwiches; prepared meals.	66764	May 17, 2008
Bahrain	BALDUCCI'S	Balducci's Holdings LLC	Cafeteria and restaurant services.	66770	May 17, 2008
Oman	BALDUCCI'S	Balducci's Holdings LLC	Meat, fish, poultry and game; meat extracts; preserved, dried and cooked fruits and vegetables; jellies, jams, fruit sauces; eggs, milk and milk products, edible oils and fats; sandwiches; prepared meals	49162	March 2, 2008
Oman	BALDUCCI'S	Balducci's Holdings LLC	Agricultural, horticultural and forestry products and grains not included in other classes; live animals; fresh fruit and vegetables; seeds, natural plants and flowers; foodstuffs for animals, malt.	49164	March 2, 2008

[AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 003972 FRAME: 0324

Country	Mark	Owner of Record	Goods/services	Reg. No.	Date of Reg.
Oman	BALDUCCI'S	Balducci's Holdings LLC	Cafeteria and restaurant services.	49168	March 2, 2008
Oman	BALDUCCI'S	Balducci's Holdings LLC	Retail services.	49167	March 2, 2008
Oman	BALDUCCI'S	Balducci's Holdings LLC	Alcoholic beverages (except beers).	49166	March 2, 2008
Oman	BALDUCCI'S	Balducci's Holdings LLC	Beers; mineral and aerated waters and other non-alcoholic drinks; fruit drinks and fruit juices; syrups and other preparations for making beverages.	49165	March 2, 2008
Oman	BALDUCCI'S	Balducci's Holdings LLC	Coffee, tea, cocoa, sugar, rice, tapioca, sago, artificial coffee; flour and preparations made from cereals, bread, pastry and confectionery, ices; honey, treacle; yeast, baking-powder; salt, mustard; vinegar, sauces (condiments); spices; ice.	49163	March 2, 2008
Qatar	BALDUCCI'S	Balducci's Holdings LLC	Retail services.	51022	May 5, 2008
Qatar	BALDUCCI'S	Balducci's Holdings LLC	Beers; mineral and aerated waters and other non-alcoholic drinks; fruit drinks and fruit juices; syrups and other preparations for making beverages.	51021	May 5, 2008


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Country	Mark	Owner of Record	Goods/services	Reg. No.	Date of Reg.
Qatar	BALDUCCI'S	Balducci's Holdings LLC	Agricultural, horticultural and forestry products and grains not included in other classes; live animals; fresh fruit and vegetables; seeds, natural plants and flowers; foodstuffs for animals, malt.	51020	May 5, 2008
Qatar	BALDUCCI'S	Balducci's Holdings LLC	Coffee, tea, cocoa, sugar, rice, tapioca, sago, artificial coffee; flour and preparations made from cereals, bread, pastry and confectionery, ices; honey, treacle; yeast, baking-powder; salt, mustard; vinegar, sauces (condiments); spices; ice.	51019	May 5, 2008
Qatar	BALDUCCI'S	Balducci's Holdings LLC	Meat, fish, poultry and game; meat extracts; preserved, dried and cooked fruits and vegetables; jellies, jams, fruit sauces; eggs, milk and milk products, edible oils and fats; sandwiches; prepared meals.	51018	May 5, 2008
Qatar	BALDUCCI'S	Balducci's Holdings LLC	Cafeteria and restaurant services.	51023	May 5, 2008
Saudi Arabia	BALDUCCI'S	Balducci's Holdings LLC	Meat, fish, poultry and game; meat extracts; preserved, dried and cooked fruits and vegetables; jellies, jams, fruit sauces; eggs, milk and milk products, edible oils and fats; sandwiches; prepared meals.	129649	April 26, 2008





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Country	Mark	Owner of Record	Goods/services	Reg. No.	Date of Reg.
Saudi Arabia	BALDUCCI'S	Balducci's Holdings LLC	Retail services.	129653	April 26, 2008
Saudi Arabia	BALDUCCI'S	Balducci's Holdings LLC	Coffee, tea, cocoa, sugar, rice, tapioca, sago, artificial coffee; flour and preparations made from cereals, bread, pastry and confectionery, ices; honey, treacle; yeast, baking-powder; salt, mustard; vinegar, sauces (condiments); spices; ice.	129650	April 26, 2008
Saudi Arabia	BALDUCCI'S	Balducci's Holdings LLC	Beers; mineral and aerated waters and other non-alcoholic drinks; fruit drinks and fruit juices; syrups and other preparations for making beverages.	129652	April 26, 2008
Saudi Arabia	BALDUCCI'S	Balducci's Holdings LLC	Cafeteria and restaurant services.	129654	April 26, 2008
Saudi Arabia	BALDUCCI'S	Balducci's Holdings LLC	Agricultural, horticultural and forestry products and grains not included in other classes; live animals; fresh fruit and vegetables; seeds, natural plants and flowers; foodstuffs for animals, malt.	129651	April 26, 2008
United Arab Emirates	"B" device: 	Balducci's Holdings LLC	Beers; mineral and aerated waters and other non-alcoholic drinks; fruit drinks and fruit juices; syrups and other preparations for making beverages.	109774	March 26, 2008


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TRADEMARK
REEL: 003972 FRAME: 0327

Country	Mark	Owner of Record	Goods/services	Reg. No.	Date of Reg.
United Arab Emirates	"B" device: 	Balducci's Holdings LLC	Agricultural, horticultural and forestry products and grains not included in other classes; live animals; fresh fruit and vegetables; seeds, natural plants and flowers; foodstuffs for animals, malt.	109773	March 26, 2008
United Arab Emirates	"B" device: 	Balducci's Holdings LLC	Meat, fish, poultry and game; meat extracts; preserved, dried and cooked fruits and vegetables; jellies, jams, fruit sauces; eggs, milk and milk products, edible oils and fats; sandwiches; prepared meals.	109771	March 26, 2008
United Arab Emirates	"B" device: 	Balducci's Holdings LLC	Retail services.	109775	March 26, 2008
United Arab Emirates	"B" device: 	Balducci's Holdings LLC	Cafeteria and restaurant services.	109770	March 26, 2008

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TRADEMARK
REEL: 003972 FRAME: 0328

Country	Mark	Owner of Record	Goods/services	Reg. No.	Date of Reg.
United Arab Emirates	"B" device: 	Balducci's Holdings LLC	Coffee, tea, cocoa, sugar, rice, tapioca, sago, artificial coffee; flour and preparations made from cereals, bread, pastry and confectionery, ices; honey, treacle; yeast, baking-powder; salt, mustard; vinegar, sauces (condiments); spices; ice.	109772	March 26, 2008
United Arab Emirates	BALDUCCI'S	Balducci's Holdings LLC	Meat, fish, poultry and game; meat extracts; preserved, dried and cooked fruits and vegetables; jellies, jams, fruit sauces; eggs, milk and milk products, edible oils and fats; sandwiches; prepared meals.	109764	March 26, 2008
United Arab Emirates	BALDUCCI'S	Balducci's Holdings LLC	Cafeteria and restaurant services.	109769	March 26, 2008
United Arab Emirates	BALDUCCI'S	Balducci's Holdings LLC	Retail services.	109768	March 26, 2008
United Arab Emirates	BALDUCCI'S	Balducci's Holdings LLC	Beers; mineral and aerated waters and other non-alcoholic drinks; fruit drinks and fruit juices; syrups and other preparations for making beverages.	109767	March 26, 2008
United Arab Emirates	BALDUCCI'S	Balducci's Holdings LLC	Agricultural, horticultural and forestry products and grains not included in other classes; live animals; fresh fruit and vegetables; seeds, natural plants and flowers; foodstuffs for animals, malt.	109766	March 26, 2008

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TRADEMARK
REEL: 003972 FRAME: 0329

Country	Mark	Owner of Record	Goods/services	Reg. No.	Date of Reg.
United Arab Emirates	BALDUCCI'S	Balducci's Holdings LLC	Coffee, tea, cocoa, sugar, rice, tapioca, sago, artificial coffee; flour and preparations made from cereals, bread, pastry and confectionery, ices; honey, treacle; yeast, baking-powder; salt, mustard; vinegar, sauces (condiments); spices; ice.	109765	March 26, 2008
United Arab Emirates	FOOD LOVER'S MARKET	Balducci's Holdings LLC	Meat, fish, poultry and game; meat extracts; preserved, dried and cooked fruits and vegetables; jellies, jams, fruit sauces; eggs, milk and milk products, edible oils and fats; sandwiches; prepared meals.	109776	March 26, 2008
United Arab Emirates	FOOD LOVER'S MARKET	Balducci's Holdings LLC	Coffee, tea, cocoa, sugar, rice, tapioca, sago, artificial coffee; flour and preparations made from cereals, bread, pastry and confectionery, ices; honey, treacle; yeast, baking-powder; salt, mustard; vinegar, sauces (condiments); spices; ice.	109777	March 26, 2008
United Arab Emirates	FOOD LOVER'S MARKET	Balducci's Holdings LLC	Agricultural, horticultural and forestry products and grains not included in other classes; live animals; fresh fruit and vegetables; seeds, natural plants and flowers; foodstuffs for animals, malt.	109778	March 26, 2008

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TRADEMARK
REEL: 003972 FRAME: 0330

Country	Mark	Owner of Record	Goods/services	Reg. No.	Date of Reg.
United Arab Emirates	FOOD LOVER'S MARKET	Balducci's Holdings LLC	Beers; mineral and aerated waters and other non-alcoholic drinks; fruit drinks and fruit juices; syrups and other preparations for making beverages.	109779	March 26, 2008
United Arab Emirates	FOOD LOVER'S MARKET	Balducci's Holdings LLC	Cafeteria and restaurant services.	109781	March 26, 2008
United Arab Emirates	FOOD LOVER'S MARKET	Balducci's Holdings LLC	Retail services.	109780	March 26, 2008

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RECORDED: 04/17/2009

REEL: 003972 FRAME: 0331