

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
Gristede's Foods, Inc.		09/22/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Signature Bank		
Street Address:	1225 Franklin Avenue		
Internal Address:	Lori Cabana, V.P.		
City:	Garden City		
State/Country:	NEW YORK		
Postal Code:	11530		
Entity Type:	Bank: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0962263	GRISTEDE'S	
CORRESPONDENCE DATA			
Fax Number:	(202)408-3141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	543249		
NAME OF SUBMITTER:	Jean Paterson		
Signature:	/jep/		
Date:	10/15/2010		

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Total Attachments: 9

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NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Credit Agreement and Security Agreement each dated as of September 22, 2010, (as amended, restated, supplemented or otherwise modified from time to time, collectively, the "Credit Agreement") by and among the undersigned (the "Grantor"), the financial institutions parties thereto as the lenders (the "Lenders"), and Signature Bank, as Agent (the "Agent"), the undersigned Grantor has granted a continuing security interest in and continuing lien upon, the trademarks and trademark applications shown below to the Agent for the ratable benefit of the holders of the Obligations (as defined in the Credit Agreement):

TRADEMARKS

<u>Trademark No.</u>	<u>Description of Trademark Item</u>	<u>Date of Trademark</u>
	See <u>Schedule 1</u> attached hereto	

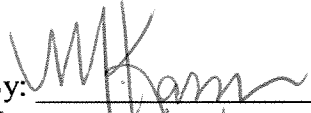
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The Grantor and the Agent hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark application (i) may only be terminated in accordance with the terms of the Credit Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.


Very truly yours,

GRISTEDE'S FOODS, INC.

By: 
Name: Mark Kassner
Title: Secretary

Acknowledged and Agreed:

SIGNATURE BANK

By: 
Lori Cabana, Vice President

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Schedule 1

GRISTEDE'S FOOD'S INC.
(Delaware corporation)

U.S. Trademark

U.S. Registered Mark

Mark	Registration No.	Registration Date
Gristede's	962263	June 24, 1973

GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of September 22, 2010, is executed by **GRISTEDE'S FOODS INC.**, a Delaware corporation (the "Grantor"), in favor of **SIGNATURE BANK**, a New York bank, as collateral agent under the Credit Agreement (as hereinafter defined), as the secured party (in such capacity, the "Secured Party").

WHEREAS, pursuant to that certain Credit Agreement, dated as of September 22, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, as borrower, and the Lenders parties to such Credit Agreement, as lenders, the lenders have agreed to extend loans and other financial accommodations to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has adopted, used and is using the trademarks, more particularly described on Schedule 1 annexed hereto and made a part hereof, which trademarks are registered in the United States Patent and Trademark Office (collectively, the "Trademarks");

WHEREAS, the Grantor and other entities party thereto from time to time have entered into that certain Security Agreement, dated as of September 22, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Secured Party; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Secured Party a security interest in all right, title and interest of the Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further grant to the Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Secured Party's address is:


Signature Bank
1225 Franklin Avenue
Garden City, NY 11530

Attn: Lori Cabana, Vice President

[Signature Page Follows.]

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be executed as of the day and year first above written.

GRISTEDE'S FOODS, INC.

By: 
Name: Mark Kassner
Title: Secretary

ALL-PURPOSE ACKNOWLEDGMENT

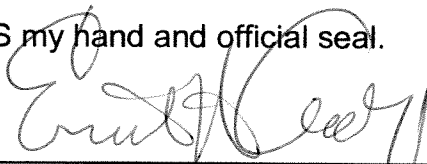
STATE OF NEW YORK)
)
) **SS.**
)
COUNTY OF NEW YORK)

On September 22, 2010, before me, ERNEST A. GOETZ, JR.,
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")
personally appeared MARK KASSNER,
Name of Signer(s)

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.

ERNEST A. GOETZ, JR.
Notary Public, State of New York
No. 30-4943583
Qualified in Nassau County
Commission Expires Oct. 31, 2014

WITNESS my hand and official seal.


Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY(IES) CLAIMED BY SIGNER(S)

- Individual
- Corporate Officer

Title(s)

- Partner(s) Limited General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: _____

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer is Representing:
Name of Person(s) or Entity(ies)

Signer(s) Other Than Named Above

SCHEDULE 1 TO GRANT OF SECURITY INTEREST

TRADEMARKS

TRADEMARKS	REGISTRATION NUMBER	DATE
Gristede's	962263	June 24, 1973