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
G.E.T. Enterprises, LLC		11/03/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. Bank National Association, as Administrative Agent	
Street Address:	800 Nicollet Mall	
City:	Minneapolis	
State/Country:	MINNESOTA	
Postal Code:	55402	
Entity Type:	National Banking Association: UNITED STATES	

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3856581	SANTA LUCIA
Serial Number:	85381847	BAMBOOMEL
Serial Number:	85328762	SICILIANO
Serial Number:	85329817	SAN MICHELE

CORRESPONDENCE DATA

Fax Number: (612)340-8856 Phone: 612-492-6842

Email: cadwell.jeffrey@dorsey.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Jeffrey R. Cadwell

Address Line 1: Dorsey & Whitney LLP, 50 South Sixth St

Address Line 2: Suite 1500

Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER: M229909

REEL: 004666 FRAME: 0483

3856581

TRADEMARK

NAME OF SUBMITTER:	Jeffrey R. Cadwell	
Signature:	/Jeffrey R. Cadwell/	
Date:	11/28/2011	
Total Attachments: 4 source=Confirmatory Grant of Security Interest in Trademarks#page1.tif source=Confirmatory Grant of Security Interest in Trademarks#page2.tif source=Confirmatory Grant of Security Interest in Trademarks#page3.tif source=Confirmatory Grant of Security Interest in Trademarks#page4.tif		

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REEL: 004666 FRAME: 0484

CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Confirmatory Grant") is made effective as of November 3, 2011, by and from the grantor party hereto (the "Grantor"), to and in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association (the "Secured Party") for itself and as administrative agent for the Lenders (as defined in the Credit Agreement referenced below).

WHEREAS, G.E.T. Enterprises, LLC, a Delaware limited liability company, the Lenders, and the Secured Party, one of the Lenders, as administrative agent for the Lenders (the "Agent"), letter of credit issuer and swing line lender, have entered into a Credit Agreement dated concurrently herewith (as the same may hereafter be amended, supplemented, extended, restated or otherwise modified from time to time, the "Credit Agreement") pursuant to which the Lenders have agreed to extend to the Borrower certain credit accommodations:

WHEREAS, the Grantor has granted security interests to the Secured Party under that certain Security Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, the Grantor owns the trademarks (the "<u>Trademarks</u>") listed on <u>Exhibit A</u> attached hereto, which trademarks are registered or applied for with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) <u>Definitions</u>. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Obligations and (ii) all of the obligations and liabilities of the Guarantors under the Guaranty. Upon the payment in full of all Obligations (other than contingent indemnification obligations), the Secured Party shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor (at Grantor's expense) all reasonably requested instruments releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

TRADEMARK REEL: 004666 FRAME: 0485

- (b) The Grantor hereby grants to the Secured Party a security interest in all of the Trademarks set forth in $\underbrace{Exhibit\ A}$ now owned or from time to time after the date hereof owned or acquired by the Grantor;
- (c) Unless and until an Event of Default shall occur and be continuing, the Grantor shall have the right to use and register the Trademarks in the ordinary course of the business of the Grantor.

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IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

G.E.T. ENTERPRISES, LLC

By:

Thomas D'Ovidio

Title:

Vice President

Confirmatory Grant of Security Interest (Trademarks)

CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

1. United States Trademark Registration:

Mark	Ser. No.	Filing Date	Reg. No.	Reg. Date	Owner
SANTA LUCIA	77944693	Feb 25, 2010	3,856,581	Oct 5, 2010	G.E.T. Enterprises, LLC

2. United States Trademark Applications:

RECORDED: 11/28/2011

Mark	Ser. No.	Filing Date	Owner
BAMBOOMEL	85/381,847	Jul 27, 2011	G.E.T. Enterprises, LLC
SICILIANO	85/328,762	May 25, 2011	G.E.T. Enterprises, LLC
SAN MICHELE	85/329,817	May 25, 2011	G.E.T. Enterprises, LLC

 $\mathit{Exhibit}\,A$

TRADEMARK REEL: 004666 FRAME: 0488