Form PTQ-1594 (Rev. 06/04) QMB Collection 0651-0027 (ex p. 6/30/2005	U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office					
RECORDATION FORM COVER SHEET TRADEMARKS ONLY						
To the director of the U. S. Patent and Trademark Office: Pleas 1. Name of conveying party(les)/Execution Date(s):	e record the attached documents or the new address(es) below. 2. Name and address of receiving party(ies)					
FOODARAMA LLC	Additional names, addresses, or citizenship attached?					
Vandar d'a service de la constante de la const	Name: WELLS FARGO BANK, NATIONAL ASSOCIATION					
	Internal Address:					
☐ Individual(s) ☐Association	Street Address: <u>One Boston Place</u> , 18 th Floor City: <u>Boston</u> State: <u>MA</u>					
General Partnership Limited Partnership						
☐Corporation-State						
⊠Limited Liability Company						
Citizenship: <u>DE</u>	Country: <u>USA</u> Zip: <u>02108</u>					
Execution Date(s) March 21, 2013						
Additional names of conveying parties attached? □Y⊷ ⊠ No	☑ Association Citizenship: <u>USA</u>					
3. Nature of conveyance:	General Partnership Citizenship:					
Assignment Merger	☐ Limited Partnership Citizenship:					
⊠ Security Agreement	☐ Corporation Citizenship:					
Other	Other Citizenship:					
	If assignee is not domiciled in the United States, a domestic representative designation is attached. ☐Yes ☒ No (Designations must be a separate document from assignment)					
4. Application number(s) or registration number(s) and ident	ification or description of the Trademark.					
A. Trademark Application No.(s) See Attached Schedule A	B. Trademark Registration No.(s) See Attached Schedule A Additional sheet(s) attached?					
ļ	No					
C. Identification or Description of Trademark(s) (and Filing Date i						
5, Name address of party to whom correspondence concerning document should be mailed: Name: Susan O'Brien	6. Total number of applications and registrations involved: 1					
Internal Address: CT Lien Solutions	7. Total fee (37 CFR 2.8(b)(6) & 3.41) \$ \(\frac{1}{2}\) O \(\frac{1}{2}\) Authorized to be charged by credit card					
Street Address: 187 Wolf Road, Suite 101	Authorized to be charged to deposit account					
City: Albany	☐ Enclosed					
	8. Payment Information:					
State: <u>NY</u>	a. Credit Card Last 4 Numbers 1808					
Phone Number: <u>800-342-3676</u>	a. Credit Card Last 4 Numbers 1868 Expiration Date 0615					
Fax Number: 800-962-7049	b. Deposit Account Number					
Email Address: <u>cls-udsalbany@wolterskluwer.com</u>	Authorized User Name:					
9. Signature: Varen Unglag						
9. Signature: Signature	March 27, 2013 Date					
	Total number of pages including cover sheet, attachments, and document: 5					
Kareem Ansley Name of Person Signing	and duculiant. 2					

Documents to be recorded (including cover sheet) should be fexed to (703) 306-6985, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SCHEDULE A

1. METRO	78188644 11/25/2002	2791341 12/9/2003	REGISTERED	Foodarama LLC

GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, FOODARAMA LLC, a Delaware limited liability company (the "Grantor"), hereby grants to WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as administrative agent (in such capacity, the "Grantee"), a continuing security interest in (a) all of the Grantor's right, title and interest in, to and under to the United States trademarks, tradenames, trade styles and service marks and all trademark registrations and use-based trademark applications and recordings (the "Marks") set forth on Schedule A attached hereto, (b) all rights and privileges arising under applicable law with respect to Grantor's use of any Marks, and all reissues, extensions, continuation and renewals thereof, (c) all prints and labels on which any Marks have appeared or will appear, and all designs and general intangibles of a like nature; (d) the goodwill of the business symbolized by each of the Marks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Marks, and (e) all rights corresponding thereto.

THIS GRANT is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor, as such term is defined in the Amended and Restated Security Agreement by, among others, the Grantor and the Grantee, dated as of March 21, 2013 (as amended, modified, restated and/or supplemented from time to time, the "Amended and Restated Security Agreement"). The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Amended and Restated Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Amended and Restated Security Agreement, the provisions of the Amended and Restated Security Agreement shall govern.

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3006135,)

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the __ day of March, 2013.

FOODARAMA LLC, as Grantor

By: Sherry M. Smith Title: Vice President

Grant of Security Interest (Trademarks) - Foodarama LLC

WELLS FARGO BANK, NATIONAL

ASSOCIATION as Grantee

By: Name: Title:

Duckby

Grant of Security Interest (Trademarks) - Foodsrams LLC

TRADEMARK

REEL: 004992 FRAME: 0548

RECORDED: 03/28/2013