

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
Chestnut Ridge Group, LLLP		10/26/2009	limited liability limited partnership: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	The Bank of New York Mellon		
Street Address:	One Mellon Center		
Internal Address:	Room 151-3600		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15258		
Entity Type:	state chartered bank: NEW YORK		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	77798805	FRANKENSTEIN LIME	
Serial Number:	77803674	LIL' PUP	
Serial Number:	77798831	SPLASH ICE	
Serial Number:	77851923	BLOOM	
Serial Number:	77851933	BLOOM ENERGY	
CORRESPONDENCE DATA			
Fax Number:	(614)227-2100		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	614-227-2000		
Email:	ipdocket@porterwright.com		
Correspondent Name:	Karen K. Hammond		
Address Line 1:	41 South High Street		
Address Line 2:	29th Floor		
Address Line 4:	Columbus, OHIO 43215		

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ATTORNEY DOCKET NUMBER:	3998049-159738
NAME OF SUBMITTER:	Karen K. Hammond
Signature:	/karenkhammond/
Date:	12/14/2009
Total Attachments: 4 source=secagmt_chridge#page1.tif source=secagmt_chridge#page2.tif source=secagmt_chridge#page3.tif source=secagmt_chridge#page4.tif	

SHORT FORM TRADEMARK SECURITY AGREEMENT

CHESTNUT RIDGE GROUP, LLLP

TRADEMARK SECURITY AGREEMENT, dated as of October 26 2009, by CHESTNUT RIDGE GROUP, LLLP, a Pennsylvania limited liability limited partnership (the "Grantor"), in favor of THE BANK OF NEW YORK MELLON, successor in interest to Mellon Bank, N.A. ("Mellon"), as collateral agent (in such capacity, together with its successors in such capacity, the "Collateral Agent") for the Secured Parties (as defined in the Second Amended and Restated Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Second Amended and Restated Credit Agreement, dated as of November 7, 2005 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Second Amended and Restated Credit Agreement"), among Giant Eagle, Inc., as borrower (the "Borrower"), the Lenders and Issuers party thereto, Citicorp USA, Inc., as Administrative Agent for the Lenders and Issuers, and The Bank of New York Mellon, successor in interest to Mellon Bank, N.A., as Collateral Agent for the Lenders and Issuers, the Lenders and the Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is a party to the Second Amended and Restated Guaranty and Suretyship Agreement pursuant to which it has guaranteed the Obligations; and

WHEREAS, the Grantor is a party to a Second Amended and Restated Security Agreement dated as of November 7, 2005 in favor of the Collateral Agent (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Second Amended and Restated Security Agreement") pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Issuers, to make their respective extensions of credit to the Borrower under the Second Amended and Restated Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Second Amended and Restated Credit Agreement or in the Second Amended and Restated Security Agreement and used herein have the meanings given to them in the Second Amended and Restated Credit Agreement or the Second Amended and Restated Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral

The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on *Schedule I* hereto;
- (b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Section 3. Second Amended and Restated Security Agreement

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Second Amended and Restated Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Second Amended and Restated Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

A. REGISTERED TRADEMARKS

None

B. TRADEMARK APPLICATIONS

FRANKENSTEIN LIME (work mark for fruit flavored non-carbonated soft drinks) Class: 032 Serial #: 77/798,805	Pending TM	Application filed 8/6/2009
Lil' Pup (word mark for fruit flavored, non-carbonated soft drinks) Class: 032 Serial # 77/803,674	Pending TM	Application filed 8/13/2009
SPLASH ICE (word mark for sparkling water and sparkling flavored water) Class: 032 Serial #: 77/798,831	Pending TM	Application filed 8/6/2009
BLOOM (word mark for energy bars in class 5; yogurt drinks and dairy-based beverages in class 29, iced tea in class 30, soda pops, bottled waters, flavored waters and fruit juices in class 32) Serial #: 77/851,923	Pending TM	Application filed 10/19/2009
BLOOM ENERGY (word mark for energy bars; yogurt drinks and dairy-based beverages; iced tea; soda pops, bottled waters, flavored waters and fruit juices) Class: 5, 29, 30, 32 Serial #: 77/851,933	Pending TM	Application filed 10/19/2009

C. TRADEMARK LICENSES

None