

SCHEDULE A
TO
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TRADEMARKS AND TRADEMARK APPLICATIONS

Owner	Mark	Registration Number	Registration Date
L&R	Select Brand	2118392	12/2/97
L&R	Select Brand	2040356	2/25/97
L&R	Select Brand	2043198	3/11/97
L&R	Select Brand	2003314	9/24/96
L&R	Select Brand	2074526	6/24/97
L&R	Select Brand	2192520	9/29/98
L&R	Select Brand	2074525	6/24/97
L&R	Select Brand	2133136	1/27/98
L&R	Select Brand	2062824	5/20/97
L&R	Select Brand	2003313	9/24/96
L&R	Select Brand	2072655	6/17/97
L&R	Select Brand	2004845	10/1/96
L&R	Select Brand the Lower Price Name Brand	1682571	4/14/92
L&R	Select Brand	3385336	2/19/2008
L&R	Select brand	2817074	2/24/2004
L&R	The Lower Price Name Brand	3170788	11/14/2006
L&R	Orsmart	4217335	10/02/2012

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of May 16, 2014, is made by L. & R. DISTRIBUTORS, INC., a corporation organized under the laws of the State of New York ("Grantor"), having its chief executive office at 9301 Avenue D, Brooklyn, New York 11236, in favor of JPMORGAN CHASE BANK, N.A. ("Grantee"), having an office at 277 Park Avenue, 22nd Floor, New York, New York 10172.

WHEREAS, pursuant to (i) that certain Amended and Restated Credit Agreement, dated of even date herewith, by and between Grantor and Grantee (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") and (ii) that certain Amended and Restated Pledge and Security Agreement, dated of even date herewith, by and between Grantor and Grantee (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"; and together with the Credit Agreement, collectively, the "Loan Documents"), the Grantee has extended and may extend certain loans and other financial accommodations to the Grantor pursuant to the terms of the Loan Documents.

WHEREAS, under the terms of the Loan Documents, the Grantor has granted to Grantee a security interest in, among other property, the intellectual property of the Grantor; and

WHEREAS, the Grantor has agreed to execute and deliver this Trademark Security Agreement for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office ("USPTO").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees with the Grantee as follows:

1. Defined Terms. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. Grant of Security. Grantor hereby pledges and grants to the Grantee a security interest in all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "Trademark Collateral"):

(a) the Trademarks and Trademark applications set forth on Schedule 1 hereto and all renewals and extensions thereof and amendments thereto and the goodwill associated therewith and with Grantor's business symbolized by the foregoing or connected therewith (the "Trademarks");

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, dilution, misuse, breach or default, with the right but no

obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Notwithstanding anything contained in this Agreement to the contrary, the term "Trademark Collateral" shall not include any United States intent-to-use trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the USPTO; provided that upon such filing and acceptance, such intent-to-use trademark application shall be considered Trademark Collateral.

3. Recordation. Grantor hereby authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Grantee.

4. Other Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Grantee with respect to the Trademark Collateral are as provided by the Security Agreement, Credit Agreements and other Loan Documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic format (*i.e.*, "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

6. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

8. Disputes. All claims, disputes and controversies between Grantor and Grantee, whether in tort, contract or otherwise, arising out of or relating in any way to this Trademark Security Agreement, shall be governed by the dispute resolution provisions set forth in the Security Agreement.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

L. & R. DISTRIBUTORS, INC.

By: 

Name: Marc J. Bacher

Title: President

GRANTEE:

JPMORGAN CHASE BANK, N.A.

By: _____

Name:

Title:

[Trademark Security Agreement]

TRADEMARK
REEL: 005291 FRAME: 0928

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

L. & R. DISTRIBUTORS, INC.

By: _____
Name:
Title:

GRANTEE:

JPMORGAN CHASE BANK, N.A.

By: Donna DiForio
Name: Donna DiForio
Title: Authorized Officer

[Trademark Security Agreement]

TRADEMARK
REEL: 005291 FRAME: 0929

SCHEDULE 1

TRADEMARKS AND TRADEMARK APPLICATIONS

L. & R. Distributors, Inc. ("L&R")

Owner	Mark	Registration Number	Registration Date
L&R	Select Brand	2118392	12/2/97
L&R	Select Brand	2040356	2/25/97
L&R	Select Brand	2043198	3/11/97
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L&R	The Lower Price Name Brand	3170788	11/14/2006
L&R	Orasmart	4217335	10/02/2012

[Schedule 1 - Trademark Security Agreement]