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TRADE

09-24-1999



DEPARTMENT OF COMMERCE
and Trademark Office

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ents or copy thereof.

To the Honorable Commissioner of Patents and Tradem.

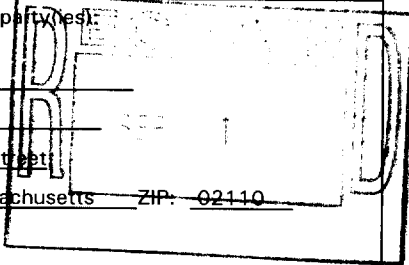
1. Name of conveying party(ies):
Big V Supermarkets, Inc.

Individuals Association
 General Partnership - Limited Partnership
 Corporation-State - New York
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: Fleet National Bank
 Internal Address: _____
 Street Address: One Federal Street
 City: Boston State: Massachusetts ZIP: 02110



3. Nature of conveyance:

Assignment Merger
 Security Interest Change of Name
 Other _____

Execution Date: January 14, 1999

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation- Massachusetts
 Other _____

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)
 Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
75/475,843

Additional numbers attached? Yes No

Trademark Registration No.(s)\

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Brian Jaenicke, Legal Assistant
 Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas
 City: New York State: NY ZIP: 10036

6. Total number of applications and registration involved 1

7. Total fee (37 CFR 3.41): \$ 40.00

Enclosed
 Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number: _____
 (23-1705 in case of deficiency)

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

09/23/1999 NTHA11 00000350 75475843
01-FC-1481 40.00 00

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Brian T. Jaenicke
 Name of Person Signing

Brian T. Jaenicke Signature
9/20/99 Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Big V Supermarkets, Inc., a New York corporation (the "Grantor") with principal offices at 176 N. Main Street, Florida, New York 10921, hereby grants to Fleet National Bank, as Collateral Agent, with principal offices at One Federal Street, Boston, Massachusetts 02110 (the "Grantee"), a security interest in the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of January 14, 1999 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the 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 Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 14th day of January, 1999.

BIG V SUPERMARKETS, INC., Grantor

By James A. Toopes, Jr.
Name: James A. Toopes, Jr.
Title: Vice Chairman

FLEET NATIONAL BANK,
as Collateral Agent, Grantee

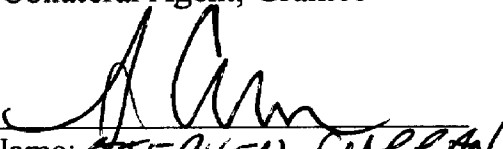
By _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the
14th day of January, 1999.

BIG V SUPERMARKETS, INC., Grantor

By _____
Name:
Title:

FLEET NATIONAL BANK,
as Collateral Agent, Grantee

By 
Name: STEPHEN CURRAN
Title: VP

STATE OF NEW YORK)
) ss.:
COUNTY OF ~~NEW YORK~~)
 ORANGE)

On this 22nd day of February, 1999, before me personally came James A. Toopes, Jr. who, being by me duly sworn, did state as follows: that he is Vice Chairman of Big V Supermarkets, Inc., that he is authorized to execute the foregoing Grant on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.


Notary Public

JOAQUIN JADOS
Notary Public, State of New York
County of Orange
Commission Expires January 17, 2000

U.S. TRADEMARKS

MARK

APPLICATION NO.

APPLICATION DATE

“Fresh Expert”

75475-843

April 28, 1998