

01-10-2000



101241628

documents or copy thereof.

To the Honorable Commissioner of Patents and Trademarks

1. Name of conveying party(ies):

BRUNO'S INC. 800 Lakeshore Parkway Birmingham, Alabama 35244

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State Alabama, Other

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: February 2, 1998

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

SEE ATTACHED SCHEDULE

2. Name and address of receiving party(ies)

Name: THE CHASE MANHATTAN BANK

Internal Address: ATTN: Ms. Norma Corio

Street Address: 270 Park Avenue

City: New York State: NY ZIP: 10017

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other N.Y. Banking Corporation

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

B. Trademark Registration No.

SEE ATTACHED SCHEDULE

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: ZALKIN, RODIN & GOODMAN LLP

Internal Address: Steven F. Capace, Esq.

Street Address: 750 Third Avenue

City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved: 13

7. Total fee (37 CFR 3.41): \$ 340.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

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

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.

NORMA C. CORIO Name of Person Signing

Signature of Norma C. Corio

2/5/98 Date

Total number of pages including cover sheet, attachments, and document: 42

SCHEDULE TO TRADEMARK DOCUMENT COVER SHEET

BRUNO'S, INC.
TRADEMARK REGISTRATION AND APPLICATION NUMBERS

TRADEMARK	REGISTRATION NO.	REGISTRATION DATE	STATUS
Max Pak	1488695	5/17/88	Registered
FoodMax	1479152	3/1/88	Registered
FoodMax (stylized)	1503161	9/6/88	Registered
Swipeout	1969490	4/23/96	Registered
Dr. S	Application Serial No. 75/164431	Filed 9/11/96	Pending
Dr. Bruno's	Application Serial No. 75/150957	Filed 8/1/96	Pending
Southern Mountain	Application Serial No. 75/150956	Filed 8/1/96	Pending
Bruno's Up	Application Serial No. 75/150955	Filed 8/1/96	Pending
Mountain Bruno's	Application Serial No. 75/150954	Filed 8/1/96	Pending
Southern Up	Application Serial No. 75/150953	Filed 8/1/96	Pending
Southern Home	Application Serial No. 75/061035	Files 2/22/96	Pending
Checkout for Charity	Application Serial No. 75/050288	Filed 1/30/96	Pending
Vincent's Market	Application Serial No. 75/041487	Filed 1/11/96	Pending

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REEL: 1697 FRAME: 0759

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REC 11-23-1999

SHEET 1 U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



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attached original documents or copy thereof.

To the Honorable Commissioner of Patents

1. Name of conveying party(ies):
BRUNO'S INC.
800 Lakeshore Parkway
Birmingham, Alabama 35211

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance: MRD 8-26-99

- Assignment
 - Security Agreement
 - Other Corrected Security Agreement
 - Merger
 - Change of Name
- to delete No. 74/041,487 recorded at
Execution Date: 8/ /99 REEL: 1697
FRAM: 0758

2. Name and address of receiving party(ies)
Name: THE CHASE MANHATTAN BANK

Internal Address: ATTN: Ms. Norma Corio

Street Address: 270 Park Avenue

City: New York State: NY ZIP: 10017

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other N.Y. BANKING CORPORATION

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 patent number(s):

A. Trademark Application No.(s)

75/041487

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Morgan, Lewis & Bockius LLP

Internal Address: Steven F. Capace

Street Address: 101 Park Avenue

City: New York State: NY ZIP: 10178

6. Total number of applications and registrations involved: 1

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

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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

08/30/1999 MTHAI1 00000089 75041487

DO NOT USE THIS SPACE

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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 the original document.

THOMAS DEWANEY
Name of Person Signing

Thomas Dewaney
Signature

8/23/99
Date

Total number of pages including cover sheet, attachments, and document: 41

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002008 FRAME: 0175

SECURITY AND PLEDGE AGREEMENT

SECURITY AND PLEDGE AGREEMENT (the "Agreement"), dated as of February 2, 1998, by and between BRUNO'S, INC., an Alabama corporation (the "Borrower"), and each of the direct and indirect subsidiaries of the Borrower party hereto (together with the Borrower, collectively, the "Grantors"), each a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code, and THE CHASE MANHATTAN BANK, as agent (in such capacity, the "Agent") for the banks (the "Banks") party to the Credit Agreement (as hereinafter defined):

WHEREAS, contemporaneously with the execution and delivery of this Agreement, the Agent, the Banks and the Grantors are entering into a Revolving Credit and Guaranty Agreement dated as of the date hereof (as amended, modified or supplemented from time to time, the "Credit Agreement"); and

WHEREAS, unless otherwise defined herein, terms defined in the Credit Agreement are used herein as therein defined; and

WHEREAS, it is a condition precedent to the making of Loans and the issuance of Letters of Credit that the Grantors shall have granted a security interest, pledge and lien on (x) all cash maintained in the Letter of Credit Account pursuant to Section 364(c)(2) of the Bankruptcy Code and (y) certain of the Grantors' assets and properties and the proceeds thereof pursuant to Sections 364(c)(3) and 364(d)(1) of the Bankruptcy Code; and

WHEREAS, the grant of such security interest, pledge and lien has been authorized pursuant to Sections 364(c)(2), 364(c)(3) and 364(d)(1) of the Bankruptcy Code by the Interim Order and, after the entry thereof, will have been so authorized by the Final Order (collectively, the "Orders"); and

WHEREAS, to supplement the Orders without in any way diminishing or limiting the effect of the Orders or the security interest, pledge and lien granted thereunder, the parties hereto desire to more fully set forth their respective rights in connection with such security interest, pledge and lien; and

WHEREAS, this Agreement has been approved by the Orders;

NOW, THEREFORE, in consideration of the premises and in order to induce the Banks to make Loans and issue Letters of Credit, the Grantors hereby agree with the Agent as follows:

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TRADEMARK
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REEL: 002008 FRAME: 0176

SECTION 1. Grant of Security and Pledge. Each of the Grantors hereby transfers, grants, bargains, sells, conveys, hypothecates, assigns, pledges and sets over to the Agent for its benefit and the ratable benefit of the Banks and hereby grants to the Agent for its benefit and the ratable benefit of the Banks, a perfected pledge and security interest in all of the Grantors' right, title and interest in and to the following (the "Collateral") which pledge and security interest shall be (x) for all purposes senior to, and shall prime pursuant to Section 364(d)(1) of the Bankruptcy Code, all of the existing Liens that secure the obligations of the Grantors under the Existing Agreements and any Liens granted after the Filing Date to provide adequate protection in respect of the Existing Agreements, (y) junior to the Permitted Senior Liens hereinafter referred to and (z) subject to the Carve-Out:

(a) all present and future accounts, accounts receivable and other rights of each of the Grantors to payment for goods sold or leased or for services rendered (except those evidenced by instruments or chattel paper), whether now existing or hereafter arising and wherever arising, and whether or not they have been earned by performance (collectively, the "Accounts");

(b) all goods and merchandise now owned or hereafter acquired by each of the Grantors wherever located, whether in the possession of a Grantor or of a bailee or other person for sale, storage, transit, processing, use or otherwise consisting of whole goods, components, supplies, materials, or consigned, returned or repossessed goods) which are held for sale or lease or to be furnished (or have been furnished) under any contract of service or which are raw materials, work-in-process, finished goods or materials used or consumed in such Grantor's business or processed by or on behalf of any Grantor (collectively, the "Inventory");

(c) all machinery, all manufacturing, distribution, selling, data processing and office equipment, all furniture, furnishings, appliances, fixtures and trade fixtures, tools, tooling, molds, dies, vehicles, vessels, aircraft and all other goods of every type and description (other than Inventory), in each instance whether now owned or hereafter acquired by each of the Grantors and wherever located (collectively, the "Equipment");

(d) all works of art now owned or hereafter acquired by each of the Grantors, including, without limitation, paintings, sketches, drawings, prints, sculptures, crafts, tapestries, porcelain, carvings, artifacts, renderings and designs;

(e) all rights, interests, choses in action, causes of action, claims and all other intangible property of each of the Grantors of every kind and nature (other than Accounts, Trademarks, Patents and Copyrights), in each instance whether now owned or hereafter acquired by such Grantor, including, without limitation, all general intangibles; all corporate and other business records; all loans, royalties, and other obligations receivable; all inventions, designs, trade secrets, computer programs, software, printouts and other computer materials, goodwill, registrations, copyrights, licenses, franchises, customer lists, credit files, correspondence, and advertising materials; all customer and supplier contracts, firm sale orders, rights under license and franchise agreements (including all license agreements with any other Person in connection with any of the Patents and Trademarks or such other Person's names or marks, whether such Grantor is a licensor or licensee

under any such license agreement), and other contracts and contract rights; all interests in partnerships and joint ventures; all tax refunds and tax refund claims; all right, title and interest under leases, subleases, licenses and concessions and other agreements relating to real or personal property; all payments due or made to each of the Grantors in connection with any requisition, confiscation, condemnation, seizure or forfeiture of any property by any person or governmental authority; all deposit accounts (general or special) with any bank or other financial institution; all credits with and other claims against carriers and shippers; all rights to indemnification; all reversionary interests in pension and profit sharing plans and reversionary, beneficial and residual interest in trusts; all proceeds of insurance of which each of the Grantors is beneficiary; and all letters of credit, guaranties, liens, security interest and other security held by or granted to each of the Grantors; and all other intangible property, whether or not similar to the foregoing (collectively, the "General Intangibles");

(f) all chattel paper, all instruments, all notes and debt instruments and all payments thereunder and instruments and other property from time to time delivered in respect thereof or in exchange therefor, and all bills of lading, warehouse receipts and other documents of title and documents, in each instance whether now owned or hereafter acquired by each of the Grantors;

(g) all property or interests in property now or hereafter acquired by each of the Grantors which may be owned or hereafter may come into the possession, custody or control of the Agent or any agent or affiliate of the Agent in any way or for any purpose (whether for safekeeping, deposit, custody, pledge, transmission, collection or otherwise), and all rights and interests of each of the Grantors, now existing or hereafter arising and however and wherever arising, in respect of any and all (i) notes, drafts, letters of credits, stocks, bonds, and debt and equity securities, whether or not certificated, and warrants, options, puts and calls and other rights to acquire or otherwise relating to the same; (ii) money (including all cash and cash equivalents held in the Letter of Credit Account (as defined and referred to in the Credit Agreement)); (iii) proceeds of loans, including, without limitation, Loans made under the Credit Agreement; and (iv) insurance proceeds and books and records relating to any of the property covered by this Agreement; together, in each instance, with all accessions and additions thereto, substitutions therefor, and replacements, proceeds and products thereof;

(h) all trademarks, trade names, trade styles, service marks, prints and labels on which said trademarks, trade names, trade styles and service marks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and all registrations and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or any other country or political subdivision thereof (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), all whether now owned or hereafter acquired by each of the Grantors, including, but not limited to, those described in Schedule 3 annexed hereto and made a part hereof, and all reissues, extensions or renewals thereof and all licenses thereof (together,

in each case, with the goodwill of the business connected with the use of, and symbolized by each such trademark, service mark, trade name and trade dress, all of the foregoing being herein referred to as the "Trademarks");

(i) all letters patent of the United States or any other country, and all registrations and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, all whether now owned or hereafter acquired by each of the Grantors, including, but not limited to, those described in Schedule 4 annexed hereto and made a part hereof, and (ii) all reissues, continuations, continuations-in-part or extensions thereof and all licenses thereof (all of the foregoing being herein referred to as the "Patents");

(j) all copyrights of the United States, or any other country, and all registrations and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Copyright Office or in any similar office or agency of the United States, any State thereof, or any other country or political subdivision thereof, all whether now owned or hereafter acquired by each of the Grantors, including, but not limited to, those described in Schedule 5 hereto and all renewals and extensions thereof and all licenses thereof (all of the foregoing being herein referred to as the "Copyrights");

(k) all books, records, ledger cards and other property at any time evidencing or relating to the Accounts, Equipment, General Intangibles, Trademarks, Patents or Copyrights;

(l) (i) all the shares of capital stock owned by each Grantor, as applicable, listed on Schedule 6 hereto of the issuers listed thereon (individually, an "Issuer", and collectively, the "Issuers") and all shares of capital stock of any Issuer obtained in the future by such Grantor and the certificates representing or evidencing all such shares (the "Pledged Shares"); (ii) all other property which may be delivered to and held by the Agent in respect of the Pledged Shares pursuant to the terms hereof; (iii) subject to Section 9 below, all dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed, in respect of, in exchange for or upon the conversion of the securities referred to in clauses (i) and (ii) above; and (iv) subject to Section 9 below, all rights and privileges of each Grantor, as applicable, with respect to the securities and other property referred to in clauses (i), (ii) and (iii) (the items referred to in clauses (i) through (iv) being collectively called the "Pledged Collateral");

(m) all other personal property of each of the Grantors, whether tangible or intangible, and whether now owned or hereafter acquired; and

(n) all proceeds and products of any of the foregoing, in any form, including, without limitation, any claims against third parties for loss or damage to or destruction of any or all of the foregoing and to the extent not otherwise included, all (i) payments under insurance (whether or not the Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason

of loss or damage to or otherwise with respect to any of the foregoing Collateral and (ii) cash.

As used herein, the term "Permitted Senior Liens" shall mean valid and perfected Liens existing on the Filing Date other than Liens granted pursuant to the Existing Agreements.

SECTION 2. Security for Obligations. This Agreement and the Collateral secure the payment of all obligations of each of the Grantors, now or hereafter existing, under the Credit Agreement and the other Loan Documents (and any other documents in respect of such Obligations), and in respect of Indebtedness permitted by Section 6.03(vi) of the Credit Agreement, whether for principal, interest, fees, expenses or otherwise, and all obligations of each of the Grantors now or hereafter existing under or in respect of this Agreement (all such obligations of the Grantor being herein called the "Obligations").

SECTION 3. Delivery of Pledged Collateral; Other Action. Upon written request by the Agent (and without further order of the Bankruptcy Court), all certificates or instruments representing or evidencing the Pledged Collateral shall be delivered to and held by the Agent pursuant hereto and shall be accompanied by duly executed instruments of transfer or assignment in blank, all in form and substance satisfactory to the Agent. Upon the occurrence and during the continuance of any Event of Default, the Agent shall have the right (for the ratable benefit of the Banks), at any time in its discretion and without notice to the Grantors, to transfer to or to register in the name of the Agent or any of its nominees any or all of the Pledged Collateral.

SECTION 4. Representations and Warranties. Each Grantor, jointly and severally, represents and warrants as follows:

(a) All of the Inventory and/or Equipment is located at the places specified in Schedule I hereto. The chief places of business and chief executive offices of each of the Grantors and the offices where each Grantor keeps its records concerning any Accounts and all originals of all chattel paper which evidence any Account are located at the places specified in Schedule 2 hereto. All trade names under which each of the Grantors have sold and will sell Inventory are listed on Schedule 3 hereto.

(b) Each of the Grantors owns the Collateral free and clear of any lien, security interest, charge or encumbrance except for the security interest created by this Agreement and except as permitted under Section 6.01 of the Credit Agreement. No effective financing statement or other instrument similar in effect covering all or any part of the Collateral is on file in any recording office, except (x) such as may have been filed in favor of the Agent relating to this Agreement and (y) in favor of any holder of a Lien permitted under Section 6.01 of the Credit Agreement.

(c) As of the Filing Date, no Grantor owns any material Trademarks, Patents or Copyrights or has any material Trademarks, Patents or Copyrights registered in, or the subject of pending applications in, the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, other than those described in Schedules 3,

4 and 5 hereto. The registrations for the Collateral disclosed on such Schedules 3, 4 and 5 hereto are valid and subsisting and in full force and effect. None of the material Patents or Copyrights have been abandoned or dedicated.

(d) The Pledged Shares have been duly authorized and validly issued and are fully paid and non-assessable.

(e) Each Grantor, as the case may be, is the legal and beneficial owner of the Pledged Shares as described on Schedule 6 free and clear of any lien, security interest, option or other charge or encumbrance, except for the security interest created by this Agreement and the Orders and Liens created pursuant to the Existing Agreements.

(f) Except as disclosed on Schedule 6, the Pledged Shares described in Section 1(I) hereof constitute all of the issued and outstanding shares of stock of each of the Issuers and no Issuer is under any contractual obligation to issue any additional shares of stock or any other securities, rights or indebtedness.

(g) Except for the Orders, no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either (i) for the grant and pledge by each of the Grantors of the security interests granted hereby or for the execution, delivery or performance of this Agreement by each of the Grantors or (ii) for the perfection of the security interests or the exercise by the Agent of its rights and remedies hereunder.

SECTION 5. Further Assurances.

(a) Each of the Grantors agrees that from time to time, at the expense of the Grantors, it will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary, or that the Agent may reasonably request, in order to perfect and protect any security interest granted or purported to be granted hereby or to enable the Agent to exercise and enforce any of its rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, and without further order of the Bankruptcy Court, each of the Grantors will execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as may be necessary, or as the Agent may reasonably request, in order to perfect and preserve the security interests granted or purported to be granted hereby.

(b) Each Grantor hereby authorizes the Agent to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral without the signature of such Grantor where permitted by law.

(c) Each Grantor will furnish to the Agent from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Agent may reasonably request, all in reasonable detail.

SECTION 6. As to Equipment and Inventory. Each Grantor shall:

(a) Keep the Equipment and Inventory (other than Inventory sold in the ordinary course of business) at the places specified therefor in Schedule 1 hereto or, upon 30 days' prior written notice to the Agent, at other places in jurisdictions where all action required by Section 5 shall have been taken to assure the continuation of the perfection of the security interest of the Agent (for its benefit and the ratable benefit of the Banks) with respect to the Equipment and Inventory.

(b) Maintain or cause to be maintained in good repair, working order and condition, excepting ordinary wear and tear and damage due to casualty, all of the Equipment, and make or cause to be made all appropriate repairs, renewals and replacements thereof, to the extent not obsolete and consistent with past practice of such Grantor, as quickly as practicable after the occurrence of any loss or damage thereto which are necessary or reasonably desirable to such end, except where the failure to do any of the foregoing would not result in a material adverse effect on the assets, properties or condition (financial or otherwise) of the Grantors, taken as a whole.

(c) Until satisfaction in full of the Obligations, at any time when an Event of Default has occurred and is continuing: (i) each Grantor will perform any and all reasonable actions requested by the Agent to enforce the Agent's security interest in the Inventory and all of the Agent's rights hereunder, such as leasing warehouses to the Agent or its designee, placing and maintaining signs, appointing custodians, transferring Inventory to warehouses, and delivering to the Agent warehouse receipts and documents of title in the Agent's name; (ii) if any Inventory is in the possession or control of any of the Grantors' agents, contractors or processors or any other third party, each such Grantor will notify the Agent thereof and will notify such agents, contractors or processors or third party of the Agent's security interest therein and, upon request, instruct them to hold all such Inventory for the Agent and such Grantor's account, as their interests may appear, and subject to the Agent's instructions; (iii) the Agent shall have the right to hold all Inventory subject to the security interest granted hereunder; and (iv) the Agent shall have the right to take possession of the Inventory or any part thereof and to maintain such possession on such Grantor's premises or to remove any or all of the Inventory to such other place or places as the Agent desires in its sole discretion. If the Agent exercises its right to take possession of the Inventory, such Grantor, upon the Agent's demand, will assemble the Inventory and make it available to the Agent at such Grantor's premises at which it is located.

SECTION 7. As to Accounts.

(a) Each Grantor shall keep its chief place of business and chief executive office and the office where it keeps its records concerning the Accounts, and the offices where it keeps all originals of all chattel paper which evidence Accounts, at the location therefor specified in Section 4(a) or, upon 30 days' prior written notice to the Agent, at such other locations in a jurisdiction where all actions required by Section 5 shall have been taken with respect to the Accounts. Each Grantor will hold and preserve such records and chattel paper and will permit representatives of the Agent,

at any time during normal business hours, to inspect and make abstracts from such records and chattel paper in accordance with Section 5.06 of the Credit Agreement.

(b) Except as otherwise provided in this subsection (b), each Grantor shall continue to collect in accordance with its customary practice, at its own expense, all amounts due or to become due to such Grantor under the Accounts and, prior to the occurrence of an Event of Default, such Grantor shall have the right to adjust, settle or compromise the amount or payment of any Account, or release wholly or partly any account debtor or obligor thereof, or allow any credit or discount thereon, all in accordance with its customary practices. In connection with such collections, the Grantors may, upon the occurrence and during the continuation of an Event of Default, take (and at the direction of the Agent shall take) such action as the Grantors or the Agent may reasonably deem necessary or advisable to enforce collection of the Accounts; provided, that upon written notice by the Agent to any Grantor, following the occurrence and during the continuation of an Event of Default, of its intention so to do, the Agent shall have the right to notify the account debtors or obligors under any Accounts of the assignment of such Accounts to the Agent and to direct such account debtors or obligors to make payment of all amounts due or to become due to such Grantor thereunder directly to the Agent and, upon such notification and at the expense of such Grantor, to enforce collection of any such Accounts, and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as such Grantor might have done. After receipt by such Grantor of the notice referred to in the proviso to the preceding sentence, (i) all amounts and proceeds (including instruments) received by such Grantor in respect of the Accounts shall be received in trust for the benefit of the Agent (for the ratable benefit of the Banks) hereunder, shall be segregated from other funds of the Grantors and shall be forthwith paid over to the Agent in the same form as so received (with any necessary endorsement) to be held as cash collateral and either (A) released to the Grantors if such Event of Default shall have been cured or waived or (B) if such Event of Default shall be continuing, applied as provided by Section 15, and (ii) the Grantors shall not adjust, settle or compromise the amount or payment of any Account, or release wholly or partly any account debtor or obligor thereof, or allow any credit or discount thereon.

SECTION 8. As to Trademarks, Patents and Copyrights.

(a) Each Grantor shall, either itself or through licensees, continue to use the Trademarks as each is currently used in the Grantor's business in order to maintain the Trademarks in full force free from any claim of abandonment for nonuse and each such Grantor will not (and will not permit any licensee thereof to) do any act or knowingly omit to do any act whereby any Trademark may become invalidated, unless such failure to use a Trademark is not reasonably likely to have a material adverse effect on the condition (financial or otherwise), operation or properties of the Grantors taken as a whole.

(b) No Grantor will do any act, or omit to do any act, whereby the Patents or Copyrights may become abandoned or dedicated and each such Grantor shall notify the Agent immediately if it knows of any reason or has reason to know that any application or registration may

become abandoned or dedicated, unless such abandonment or dedication is not reasonably likely to have a material adverse effect on the condition (financial or otherwise), operations or properties of the Grantors taken as a whole.

(c) No Grantor will, either itself or through any agent, employee, licensee or designee, (i) file an application for the registration of any Patent or Trademark with the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof or (ii) file any assignment of any patent or trademark, which such Grantor may acquire from a third party, with the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, unless such Grantor shall, within 30 days after the date of such filing, notify the Agent thereof, and, upon request of the Agent, execute and deliver any and all assignments, agreements, instruments, documents and papers as the Agent may request to evidence the Agent's interest in such Patent or Trademark and the goodwill and general intangibles of such Grantor relating thereto or represented thereby, and such Grantor hereby constitutes the Agent its attorney-in-fact to execute and file all such writings for the foregoing purposes, all lawful acts of such attorney being hereby ratified and confirmed; such power being coupled with an interest is irrevocable until the Obligations are paid in full.

(d) Each Grantor will take all necessary steps in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, to maintain in all material respects each application and registration of all material Trademarks, Patents and Copyrights, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings.

(e) Each Grantor will, without further order of the Bankruptcy Court, perform all acts and execute and deliver all further instruments and documents, including, without limitation, assignments for security in form suitable for filing with the United States Patent and Trademark Office, and the United States Copyright Office, respectively, reasonably requested by the Agent at any time to evidence, perfect, maintain, record and enforce the Agent's interest in all material Trademarks, Patents and Copyrights or otherwise in furtherance of the provisions of this Agreement, and each Grantor hereby authorizes the Agent to execute and file one or more accurate financing statements (and similar documents) or copies thereof or of this Security Agreement with respect to material Patents, Trademarks and Copyrights signed only by the Agent.

(f) Each Grantor will, upon acquiring knowledge of any use by any person of any term or design likely to cause confusion with any material Trademark, promptly notify the Agent of such use, and if requested by the Agent, shall join with the Agent, at such Grantor's expense, in such action as the Agent, in its reasonable discretion, may deem advisable for the protection of the Agent's interest in and to the Trademarks.

SECTION 9. As to the Pledged Collateral: Voting Rights: Dividends: Etc.

consensual rights which it would otherwise be entitled to exercise pursuant to Section 9(a)(i) and to receive the dividends which it would otherwise be authorized to receive and retain pursuant to Section 9(a)(ii) shall cease, and all such rights shall thereupon become vested in the Agent, who shall thereupon have the sole right to exercise such voting and other consensual rights and to receive and hold as Pledged Collateral any such dividends; and

(ii) all dividends which are received by such Grantors contrary to the provisions of paragraph (i) of this Section 9(b) shall be received in trust for the benefit of the Agent, shall be segregated from other funds of the Grantors and shall be forthwith paid over to the Agent as Pledged Collateral in the same form as so received (with any necessary endorsement).

SECTION 10. Insurance. Each Grantor shall, at its own expense, maintain insurance with respect to the Inventory and Equipment in such amounts, against such risks, in such form and with such insurers, as is provided for in Section 5.03 of the Credit Agreement. Following an Event of Default and during its continuance, each Grantor shall, at the request of the Agent, duly execute and deliver instruments of assignment of such insurance policies and cause the respective insurers to acknowledge notice of such assignment.

Upon the occurrence and during the continuance of any Event of Default, all insurance payments in respect of such Inventory and Equipment shall be held, applied and paid to the Agent as specified in Section 15 hereof.

SECTION 11. Transfers to Others; Liens; Additional Shares. Each Grantor shall not:

(a) Sell, assign (by operation of law or otherwise) or otherwise dispose of any of the Collateral, except for dispositions otherwise permitted by the Credit Agreement.

(b) Create or suffer to exist any lien, security interest or other charge or encumbrance upon or with respect to any of the Collateral to secure any obligation of any person or entity, except for the security interest created by this Agreement and the Orders, or except as otherwise permitted by the Credit Agreement.

(c) Each of the Grantors (as applicable) agrees that it will (i) cause each of the Issuers that are wholly-owned Subsidiaries not to issue any stock or other securities in addition to or substitution for the Pledged Shares issued by such Issuer, except to the respective Grantor and (ii) pledge hereunder, immediately upon its acquisition (directly or indirectly) thereof, any and all such additional shares of stock or other securities of each Issuer of the Pledged Shares.

SECTION 12. Agent Appointed Attorney-in-Fact. Each Grantor hereby irrevocably appoints the Agent such Grantor's attorney-in-fact (which appointment shall be irrevocable and deemed coupled with an interest), with full authority in the place and stead of such Grantor and in

Commercial Code and also may (i) require each Grantor to, and each Grantor hereby agrees that it will at its expense and upon request of the Agent forthwith, assemble all or part of the Collateral as directed by the Agent and make it available to the Agent at a place to be designated by the Agent which is reasonably convenient to both parties and (ii) without notice except as specified below, sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of the Agent's offices or elsewhere, for cash, on credit or for future delivery, and at such price or prices and upon such other terms as the Agent may deem commercially reasonable. Each Grantor agrees that, to the extent notice of such sale shall be required by law, at least ten days' notice to the Grantors of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Agent shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) The Agent may instruct the Grantors not to make any further use of the Patents, Copyrights or Trademarks or any mark similar thereto for any purpose to the extent that such use would be inconsistent with the exercise by the Agent of any other remedies under this Section.

(c) The Agent may license, whether general, special or otherwise, and whether on an exclusive or nonexclusive basis, any of the Trademarks, Patents or Copyrights throughout the world for such term or terms, on such conditions, and in such manner, as the Agent shall in its sole discretion determine.

(d) The Agent may (without assuming any obligations or liability thereunder), at any time, enforce (and shall have the exclusive right to enforce) against any licensee or sublicensee all rights and remedies of the Grantors in, to and under any one or more license agreements with respect to the Collateral, and take or refrain from taking any action under any thereof, and each of the Grantors hereby releases the Agent from, and agrees to hold the Agent free and harmless from and against any claims arising out of, any action taken or omitted to be taken with respect to any such license agreement.

(e) In the event of any such license, assignment, sale or other disposition of the Collateral, or any of it, each Grantor shall supply its know-how and expertise relating to the manufacture and sale of the products bearing or in connection with the Trademarks, Patents or Copyrights, and its customer lists and other records relating to the Trademarks, Patents or Copyrights and to the distribution of said products, to the Agent or its designee.

(f) In order to implement the assignment, sale or other disposal of any of the Trademarks, Patents or Copyrights, the Agent may, at any time, pursuant to the authority granted in Section 12 hereof, execute and deliver on behalf of the Grantors, one or more instruments of assignment of the Trademarks, Patents or Copyrights (or any application of registration thereof), in form suitable for filing, recording or registration in any country.

(g) All cash proceeds received by the Agent in respect of any sale of, collection from, or other realization upon all or any part of the Collateral may, in the discretion of the Agent, be held by the Agent as collateral for, and then or at any time thereafter applied (after payment of any amounts payable to the Agent pursuant to Section 16 hereof) in whole or in part against, all or any part of the Obligations in such order as the Agent shall elect. Any surplus of such cash or cash proceeds held by the Agent and remaining after payment in full of all the Obligations shall be paid over to the Grantors or to whomsoever may be lawfully entitled to receive such surplus.

(h) If at any time when the Agent shall determine to exercise its right to sell all or any part of the Pledged Collateral pursuant to this Section 15, such Pledged Collateral or the part thereof to be sold shall not be effectively registered under the Securities Act of 1933, as amended, and as from time to time in effect, and the rules and regulations thereunder (the "Securities Act"), the Agent is hereby expressly authorized to sell such Pledged Collateral or such part thereof by private sale in such manner and under such circumstances as the Agent may deem necessary or advisable in order that such sale may legally be effected without such registration. Without limiting the generality of the foregoing, in any such event the Agent, in compliance with applicable securities laws, (a) may proceed to make such private sale notwithstanding that a registration statement for the purpose of registering such Pledged Collateral or such part thereof shall have been filed under such Securities Act, (b) may approach and negotiate with a restricted number of potential purchasers to effect such sale and (c) may restrict such sale to purchasers as to their number, nature of business and investment intention including without limitation to purchasers each of whom will represent and agree to the satisfaction of the Agent that such purchaser is purchasing for its own account, for investment, and not with a view to the distribution or sale of such Pledged Collateral, or part thereof, it being understood that the Agent may cause or require each Grantor, and each Grantor hereby agrees upon the written request of the Agent, to cause (i) a legend or legends to be placed on the certificates to be delivered to such purchasers to the effect that the Pledged Collateral represented thereby have not been registered under the Securities Act and setting forth or referring to restrictions on the transferability of such securities; and (ii) the issuance of stop transfer instructions to such Issuer's transfer agent, if any, with respect to the Pledged Collateral, or, if such Issuer transfers its own securities, a notation in the appropriate records of such Issuer. In the event of any such sale, each Grantor does hereby consent and agree that the Agent shall incur no responsibility or liability for selling all or any part of the Pledged Collateral at a price which the Agent may deem reasonable under the circumstances, notwithstanding the possibility that a substantially higher price might be realized if the sale were public and deferred until after registration as aforesaid.

SECTION 16. Indemnity and Expenses.

(a) Each Grantor, jointly and severally, agrees to indemnify the Agent from and against any and all claims, losses and liabilities growing out of or resulting from this Agreement (including, without limitation, enforcement of this Agreement), except claims, losses or liabilities directly arising from the Agent's own gross negligence, willful misconduct or bad faith.

(b) The Grantors will upon demand pay to the Agent the amount of any and all reasonable expenses, including the reasonable fees and disbursements of its counsel and of any experts and agents, which the Agent may incur in connection with (i) the administration of this Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Collateral, (iii) the exercise or enforcement of any of the rights of the Agent hereunder or (iv) the failure by any of the Grantors to perform or observe any of the provisions hereof.

(c) The Grantors assume all responsibility and liability arising from the use of the Trademarks, Patents and Copyrights, and the Grantors hereby, jointly and severally, indemnify and hold the Agent harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of any alleged defect in any product manufactured, promoted or sold by any of the Grantors in connection with any Trademark or out of the manufacture, promotion, labelling, sale or advertisement of any such product by any of the Grantors except as the same may have resulted from the gross negligence, willful misconduct or bad faith of the Agent.

(d) Each of the Grantors agree that the Agent does not assume, and shall have no responsibility for, the payment of any sums due or to become due under any agreement or contract included in the Collateral or the performance of any obligations to be performed under or with respect to any such agreement or contract by any of the Grantors, and except as the same may have resulted from the gross negligence or willful misconduct of the Agent, each of the Grantors hereby jointly and severally agree to indemnify and hold the Agent harmless with respect to any and all claims by any person relating thereto.

SECTION 17. Security Interest Absolute. All rights of the Agent and security interests hereunder, and all obligations of each of the Grantors hereunder, shall be absolute and unconditional, irrespective of any circumstance which might constitute a defense available to, or a discharge of, any guarantor or other obligor in respect of the Obligations.

SECTION 18. Amendments; Etc. No amendment or waiver of any provision of this Agreement, nor any consent to any departure by any of the Grantors herefrom, shall in any event be effective unless the same shall be in writing and signed by the party against whom enforcement is sought, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

SECTION 19. Addresses for Notices. All notices and other communications provided for hereunder shall be in writing and shall be given in accordance with the applicable provisions of the Credit Agreement.

SECTION 20. Continuing Security Interest. This Agreement shall create a continuing security interest in the Collateral and shall (i) remain in full force and effect until payment in full of the Obligations, (ii) be binding upon each of the Grantors, their successors and assigns and (iii) inure, together with the rights and remedies of the Agent hereunder, to the benefit of the Agent and each

of the Banks and their respective successors, transferees and assigns. Upon the payment in full of the Obligations, the security interest granted hereby shall terminate and all rights to the Collateral shall revert to the Grantors subject to any existing liens, security interests or encumbrances on such Collateral. Upon any such termination, the Agent will, at the Grantor's expense, execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence such termination.

SECTION 21. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, except as required by mandatory provisions of law and except to the extent that the validity or perfection of the security interest hereunder, or remedies hereunder, in respect of any particular Collateral are governed by the laws of a jurisdiction other than the State of New York and by Federal law (including, without limitation, the Bankruptcy Code) to the extent the same has pre-empted the law of the State of New York or such other jurisdiction.

SECTION 22. Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

IN WITNESS WHEREOF, each of the Grantors and the Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

GRANTORS:

BRUNO'S, INC.

By: James C. Wemmer
Title: Chairman of the Board,
President and Chief Executive Officer
FOOD MAX OF MISSISSIPPI, INC.

By: James C. Wemmer
Title: President

A.F. STORES, INC.

By: James C. Wemmer
Title: President

BR AIR, INC.

By: James G. Wenne
Title: President

FOOD MAX OF GEORGIA, INC.

By: James G. Wenne
Title: President

FOOD MAX OF TENNESSEE, INC.

By: James G. Wenne
Title: President

PWS HOLDING CORPORATION

By: James G. Wenne
Title: President

FOODMAX, INC.

By: James G. Wenne
Title: President

LAKESHORE FOODS, INC.

By: Walter M. Grant
Title: Secretary

BRUNO'S FOOD STORES, INC.

By: James G. Wenne
Title: President

GEORGIA SALES COMPANY

By: James C. Wessome
Title: President

SSS ENTERPRISES, INC.

By: James C. Wessome
Title: President

**THE CHASE MANHATTAN BANK,
as Agent**

By: _____
Title: _____

**270 Park Avenue
New York, New York 10017**

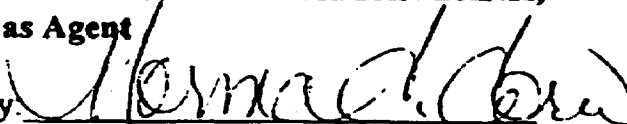
GEORGIA SALES COMPANY

By: _____
Title:

SSS ENTERPRISES, INC.

By: _____
Title:

**THE CHASE MANHATTAN BANK,
as Agent**

By: 
Title: **MANAGING DIRECTOR**

270 Park Avenue
New York, New York 10017

Schedule 1

Locations of Equipment and Inventory

See attached.

NYFS10....\80\56880\0003\1645\SCN1318P.05A

TRADEMARK
REEL: 1697 FRAME: 0777

TRADEMARK
REEL: 002008 FRAME: 0193

NOV. 19. 1997 2:55PM CHASE
 NOV-18-97 12:45 PM BRUNN'S INC

FAX NO. 205 012 4819 NO. 031 P. 202

**BRUNN'S, INC
 TOTAL REAL PROPERTY
 OPERATING STORES**

STORE NO.	ST	LOCATION	COUNTY	FORMAT	AGE	ORIG LEASE	DATE OPEN	LEASE EXPIRATION YEAR	NO. OF OPTIONS
3	AL	Mobile	Mobile	FW	0.000	L	Jan-78	2000	30
4	AL	Montgomery	Jefferson	D	23.76	L	Jan-81	2010	26
5	AL	Montgomery	Montgomery	D	23.76	L	Jan-81	2012	41
7	AL	Mobile	Jefferson	FW	23.76	L	May-81	2000	36
12	AL	Montgomery	Jefferson	FW	24.000	L	Mar-82	1999	16
13	AL	Montgomery	Madison	FW	0.000	L	Jan-82	2004	46
14	AL	Prichard	Jefferson	FW	24.000	L	Jan-82	2000	37
15	AL	Opelika	Cherokee	FW	54.777	L	Jan-82	2011	48
17	AL	Mobile	Mobile	FW	0.000	L	Jan-77	2000	41
20	AL	Montgomery	Jefferson	FW	24.000	L	Jan-82	2000	15
22	AL	Montgomery	Jefferson	FW	24.000	L	Jan-82	2000	15
23	AL	Montgomery	Madison	FW	0.000	L	Jan-82	2000	15
24	AL	Montgomery	Tallapoosa	FW	0.000	L	Jan-82	2000	46
27	AL	Montgomery	Tallapoosa	FW	0.000	L	Jan-82	2000	46
28	AL	Montgomery	Montgomery	FW	24.000	L	Jan-82	2007	46
29	AL	Montgomery	Cherokee	FW	11.111	L	Jan-82	2000	46
30	AL	Montgomery	Jefferson	FW	24.000	L	Jan-82	2000	46
31	AL	Montgomery	Jefferson	FW	0.000	L	Jan-82	2000	46
32	AL	Montgomery	Jefferson	FW	24.76	L	Jan-82	2000	46
33	AL	Montgomery	Jefferson	FW	0.000	L	Jan-82	2000	46
34	AL	Montgomery	Jefferson	FW	0.000	L	Jan-82	2000	46
35	AL	Montgomery	Jefferson	FW	24.000	L	Jan-82	2000	46
36	AL	Montgomery	Montgomery	FW	24.000	L	Jan-82	2000	46
37	AL	Montgomery	Jefferson	FW	24.000	L	Jan-82	2000	46
38	AL	Montgomery	Jefferson	FW	24.000	L	Jan-82	2000	46
39	AL	Montgomery	Jefferson	FW	24.000	L	Jan-82	2000	46
40	AL	Montgomery	Jefferson	FW	24.000	L	Jan-82	2000	46
41	AL	Montgomery	Jefferson	FW	24.000	L	Jan-82	2000	46
42	AL	Montgomery	Jefferson	FW	24.000	L	Jan-82	2000	46
43	AL	Montgomery	Jefferson	FW	24.000	L	Jan-82	2000	46
44	AL	Montgomery	Jefferson	FW	24.000	L	Jan-82	2000	46
45	AL	Montgomery	Jefferson	FW	24.000	L	Jan-82	2000	46
46	AL	Montgomery	Jefferson	FW	24.000	L	Jan-82	2000	46
47	AL	Montgomery	Jefferson	FW	24.000	L	Jan-82	2000	46
48	AL	Montgomery	Jefferson	FW	24.000	L	Jan-82	2000	46
49	AL	Montgomery	Jefferson	FW	24.000	L	Jan-82	2000	46
50	AL	Montgomery	Jefferson	FW	24.000	L	Jan-82	2000	46
51	AL	Montgomery	Jefferson	FW	24.000	L	Jan-82	2000	46
52	AL	Montgomery	Jefferson	FW	24.000	L	Jan-82	2000	46
53	AL	Montgomery	Jefferson	FW	24.000	L	Jan-82	2000	46
54	AL	Montgomery	Jefferson	FW	24.000	L	Jan-82	2000	46
55	AL	Montgomery	Jefferson	FW	24.000	L	Jan-82	2000	46
56	AL	Montgomery	Jefferson	FW	24.000	L	Jan-82	2000	46
57	AL	Montgomery	Jefferson	FW	24.000	L	Jan-82	2000	46
58	AL	Montgomery	Jefferson	FW	24.000	L	Jan-82	2000	46
59	AL	Montgomery	Jefferson	FW	24.000	L	Jan-82	2000	46
60	AL	Montgomery	Jefferson	FW	24.000	L	Jan-82	2000	46
61	AL	Montgomery	Jefferson	FW	24.000	L	Jan-82	2000	46
62	AL	Montgomery	Jefferson	FW	24.000	L	Jan-82	2000	46
63	AL	Montgomery	Jefferson	FW	24.000	L	Jan-82	2000	46
64	AL	Montgomery	Jefferson	FW	24.000	L	Jan-82	2000	46
65	AL	Montgomery	Jefferson	FW	24.000	L	Jan-82	2000	46
66	AL	Montgomery	Jefferson	FW	24.000	L	Jan-82	2000	46
67	AL	Montgomery	Jefferson	FW	24.000	L	Jan-82	2000	46
68	AL	Montgomery	Jefferson	FW	24.000	L	Jan-82	2000	46
69	AL	Montgomery	Jefferson	FW	24.000	L	Jan-82	2000	46
70	AL	Montgomery	Jefferson	FW	24.000	L	Jan-82	2000	46
71	AL	Montgomery	Jefferson	FW	24.000	L	Jan-82	2000	46
72	AL	Montgomery	Jefferson	FW	24.000	L	Jan-82	2000	46
73	AL	Montgomery	Jefferson	FW	24.000	L	Jan-82	2000	46
74	AL	Montgomery	Jefferson	FW	24.000	L	Jan-82	2000	46
75	AL	Montgomery	Jefferson	FW	24.000	L	Jan-82	2000	46
76	AL	Montgomery	Jefferson	FW	24.000	L	Jan-82	2000	46
77	AL	Montgomery	Jefferson	FW	24.000	L	Jan-82	2000	46
78	AL	Montgomery	Jefferson	FW	24.000	L	Jan-82	2000	46
79	AL	Montgomery	Jefferson	FW	24.000	L	Jan-82	2000	46
80	AL	Montgomery	Jefferson	FW	24.000	L	Jan-82	2000	46
81	AL	Montgomery	Jefferson	FW	24.000	L	Jan-82	2000	46
82	AL	Montgomery	Jefferson	FW	24.000	L	Jan-82	2000	46
83	AL	Montgomery	Jefferson	FW	24.000	L	Jan-82	2000	46
84	AL	Montgomery	Jefferson	FW	24.000	L	Jan-82	2000	46
85	AL	Montgomery	Jefferson	FW	24.000	L	Jan-82	2000	46
86	AL	Montgomery	Jefferson	FW	24.000	L	Jan-82	2000	46
87	AL	Montgomery	Jefferson	FW	24.000	L	Jan-82	2000	46
88	AL	Montgomery	Jefferson	FW	24.000	L	Jan-82	2000	46
89	AL	Montgomery	Jefferson	FW	24.000	L	Jan-82	2000	46
90	AL	Montgomery	Jefferson	FW	24.000	L	Jan-82	2000	46
91	AL	Montgomery	Jefferson	FW	24.000	L	Jan-82	2000	46
92	AL	Montgomery	Jefferson	FW	24.000	L	Jan-82	2000	46
93	AL	Montgomery	Jefferson	FW	24.000	L	Jan-82	2000	46
94	AL	Montgomery	Jefferson	FW	24.000	L	Jan-82	2000	46
95	AL	Montgomery	Jefferson	FW	24.000	L	Jan-82	2000	46
96	AL	Montgomery	Jefferson	FW	24.000	L	Jan-82	2000	46
97	AL	Montgomery	Jefferson	FW	24.000	L	Jan-82	2000	46
98	AL	Montgomery	Jefferson	FW	24.000	L	Jan-82	2000	46
99	AL	Montgomery	Jefferson	FW	24.000	L	Jan-82	2000	46
100	AL	Montgomery	Jefferson	FW	24.000	L	Jan-82	2000	46

Jan-23-88 01:24pm From-SKADDEY ARPS LA 7

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NOV-18-1997 2:59PM OFFICE
NOV-18-97 (TUE 12:08 PM) BRUNO'S INC

FAX NO. 205 912 4619 NO. 833 P. 03

**BRUNO'S, INC.
TOTAL REAL PROPERTY
OPERATING STORES**

STORE	ST	LOCATION	CITY	FORMAT	SIZE SQ FT	TYPE LEASE	DATE OPEN	EXPIRATION YEAR	NO. OF OPTIONS
23	ST	Shirlington	Jackson	S	61,000	L	Dec-85	2002	25
24	SA	Primo	Primo	S	42,000	L	Dec-87	2011	48
25	MS	Meridian	Lumberton	FW	41,912	L	Dec-87	2007	49
26	AL	Mc Intosh	Tomball	FW	42,000	L	Jan-87	2012	45
27	AL	Arden	Law	FW	44,100	L	Feb-88	2008	46
28	AL	Phonix	Lumberton	FW	41,100	L	Mar-91	2011	45
29	SA	Carrollton	Carroll	S	47,000	L	Mar-97	2007	48
30	AL	Shady	Shady	S	51,000	L	Jan-85	2001	65
31	AL	Zachary	Madison	S	51,000	L	Jan-85	2005	64
32	AL	Shirlington	Jackson	S	51,700	L	Feb-88	2010	45
33	AL	Madison	Madison	S	51,000	LEAS	Jan-85	2010	58
34	AL	Tomball	Tomball	S	61,000	L	Jan-85	2005	5-2007
35	AL	Shirlington	Jackson	FW	61,000	LEAS	Jan-85	2008	5-2010
36	AL	Meridian	Meridian	S	51,000	L	Jan-85	2007	65
37	AL	Shirlington	Shirlington	S	51,700	L	Apr-88	2012	65
38	AL	Shirlington	Jackson	S	51,000	L	Dec-85	2010	1000
39	AL	Shady	Shady	FW	51,000	L	Dec-85	1988	38
40	AL	Shirlington	Shirlington	FW	61,000	L	Jan-77	2002	38
41	AL	Meridian	Meridian	FW	42,000	L	Jan-85	2006	38
42	AL	Meridian	Meridian	FW	42,000	L	Jan-78	2009	38
43	AL	Port Royal	Orlando	FW	29,000	L	Jan-85	2012	61
44	AL	Primo	Madison	FW	61,000	L	Feb-91	2008	65
45	AL	Shirlington	Jackson	FW	51,000	L	Apr-88	2005	45
46	AL	Shirlington	Meridian	FW	51,700	L	Apr-88	2008	54
47	AL	Shirlington	Jackson	S	51,000	L	July-88	2008	45
48	AL	Tomball	Jackson	FW	51,000	L	Dec-88	2010	65
49	M	Meridian	Lumberton	FW	41,100	L	Mar-88	2010	48
50	AL	Primo City	Primo	FW	42,000	L	Apr-88	2010	44
51	AL	Shirlington	Meridian	FW	51,000	L	Dec-87	2008	65
52	AL	Shirlington	Meridian	FW	51,700	L	Jan-88	2010	65
53	AL	Shirlington	Jackson	FW	61,000	L	Jan-88	2007	65
54	FL	Primo	Primo	FW	42,700	L	Feb-88	2008	48
55	FL	Primo	Primo	FW	42,700	L	Apr-88	2008	48
56	FL	Primo	Primo	FW	42,700	L	Apr-88	2008	38
57	AL	Meridian	Meridian	FW	51,700	L	Jan-85	2011	58
58	AL	Primo	Primo	FW	42,000	L	Jan-87	2007	48
59	AL	Primo	Jackson	FW	38,000	L	Mar-87	2010	65
60	AL	Orlando	Orlando	FW	57,000	L	Mar-87	2008	45
61	AL	Louis	Jackson	FW	51,000	L	Dec-87	2008	48
62	AL	Primo City	Tomball	FW	51,000	L	Mar-87	2008	65
63	AL	Orlando	Orlando	FW	51,000	L	Mar-87	2008	45
64	AL	Louis	Jackson	FW	51,000	L	Dec-87	2008	48
65	AL	Primo City	Tomball	FW	51,000	L	Mar-87	2008	65
66	AL	Orlando	Orlando	FW	51,000	L	Mar-87	2008	45
67	FL	Shirlington	Shirlington	FW	51,000	L	Feb-88	2008	48
68	FL	Primo City	Primo City	FW	2,000	L	Jan-88	2008	38
69	FL	Primo City	Primo City	FW	2,000	L	Mar-88	2008	38

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 NOV-16-97 12:00 PM

FAX NO. 205 912 4819 NO.831 P:04

BRUNTS, INC.
TOTAL REAL PROPERTY
OPERATING STORES

STORE NO.	ST	LOCATION	COUNTY	FORMAT	SIZE SQ FT	CHURCH	DATE OPEN	LEASE YEAR	NO. OF STORES
163	FL	Orange	Johnson	FM	2,500	L	Jan-88	1988	18
164	FL	Orange	Franklin	FM	2,500	L	Jan-88	1988	18
165	GA	Lawrenceville	Johnson	FM	4,100	L	Apr-88	1988	46
166	GA	Lawrenceville	Johnson	FM	4,100	L	Apr-88	1988	46
167	AL	Montgomery	Cherokee	FM	4,200	L	Apr-88	1988	46
168	FL	Montgomery	Johnson	FM	4,200	L	Jan-88	1988	46
169	AL	Montgomery	Johnson	FM	4,200	L	Jan-88	1988	46
170	GA	Chamblee	DeKalb	FM	2,500	L	Apr-87	1987	24
171	GA	Chamblee	DeKalb	FM	2,500	L	Apr-87	1987	24
172	GA	Chamblee	DeKalb	FM	2,500	L	Apr-87	1987	24
173	GA	Chamblee	DeKalb	FM	2,500	L	Apr-87	1987	24
174	GA	Chamblee	DeKalb	FM	2,500	L	Apr-87	1987	24
175	GA	Chamblee	DeKalb	FM	2,500	L	Apr-87	1987	24
176	GA	Chamblee	DeKalb	FM	2,500	L	Apr-87	1987	24
177	GA	Chamblee	DeKalb	FM	2,500	L	Apr-87	1987	24
178	GA	Chamblee	DeKalb	FM	2,500	L	Apr-87	1987	24
179	GA	Chamblee	DeKalb	FM	2,500	L	Apr-87	1987	24
180	GA	Chamblee	DeKalb	FM	2,500	L	Apr-87	1987	24
181	GA	Chamblee	DeKalb	FM	2,500	L	Apr-87	1987	24
182	GA	Chamblee	DeKalb	FM	2,500	L	Apr-87	1987	24
183	GA	Chamblee	DeKalb	FM	2,500	L	Apr-87	1987	24
184	GA	Chamblee	DeKalb	FM	2,500	L	Apr-87	1987	24
185	GA	Chamblee	DeKalb	FM	2,500	L	Apr-87	1987	24
186	GA	Chamblee	DeKalb	FM	2,500	L	Apr-87	1987	24
187	GA	Chamblee	DeKalb	FM	2,500	L	Apr-87	1987	24
188	GA	Chamblee	DeKalb	FM	2,500	L	Apr-87	1987	24
189	GA	Chamblee	DeKalb	FM	2,500	L	Apr-87	1987	24
190	GA	Chamblee	DeKalb	FM	2,500	L	Apr-87	1987	24
191	GA	Chamblee	DeKalb	FM	2,500	L	Apr-87	1987	24
192	GA	Chamblee	DeKalb	FM	2,500	L	Apr-87	1987	24
193	GA	Chamblee	DeKalb	FM	2,500	L	Apr-87	1987	24
194	GA	Chamblee	DeKalb	FM	2,500	L	Apr-87	1987	24
195	GA	Chamblee	DeKalb	FM	2,500	L	Apr-87	1987	24
196	GA	Chamblee	DeKalb	FM	2,500	L	Apr-87	1987	24
197	GA	Chamblee	DeKalb	FM	2,500	L	Apr-87	1987	24
198	GA	Chamblee	DeKalb	FM	2,500	L	Apr-87	1987	24
199	GA	Chamblee	DeKalb	FM	2,500	L	Apr-87	1987	24
200	GA	Chamblee	DeKalb	FM	2,500	L	Apr-87	1987	24
201	FL	Orange	Franklin	FM	2,500	L	Jan-88	1988	18
202	FL	Orange	Franklin	FM	2,500	L	Jan-88	1988	18
203	FL	Orange	Franklin	FM	2,500	L	Jan-88	1988	18
204	FL	Orange	Franklin	FM	2,500	L	Jan-88	1988	18
205	FL	Orange	Franklin	FM	2,500	L	Jan-88	1988	18
206	FL	Orange	Franklin	FM	2,500	L	Jan-88	1988	18
207	FL	Orange	Franklin	FM	2,500	L	Jan-88	1988	18
208	FL	Orange	Franklin	FM	2,500	L	Jan-88	1988	18
209	FL	Orange	Franklin	FM	2,500	L	Jan-88	1988	18
210	FL	Orange	Franklin	FM	2,500	L	Jan-88	1988	18
211	FL	Orange	Franklin	FM	2,500	L	Jan-88	1988	18
212	FL	Orange	Franklin	FM	2,500	L	Jan-88	1988	18
213	FL	Orange	Franklin	FM	2,500	L	Jan-88	1988	18
214	FL	Orange	Franklin	FM	2,500	L	Jan-88	1988	18
215	FL	Orange	Franklin	FM	2,500	L	Jan-88	1988	18
216	FL	Orange	Franklin	FM	2,500	L	Jan-88	1988	18
217	FL	Orange	Franklin	FM	2,500	L	Jan-88	1988	18
218	FL	Orange	Franklin	FM	2,500	L	Jan-88	1988	18
219	FL	Orange	Franklin	FM	2,500	L	Jan-88	1988	18
220	FL	Orange	Franklin	FM	2,500	L	Jan-88	1988	18
221	FL	Orange	Franklin	FM	2,500	L	Jan-88	1988	18
222	FL	Orange	Franklin	FM	2,500	L	Jan-88	1988	18
223	FL	Orange	Franklin	FM	2,500	L	Jan-88	1988	18
224	FL	Orange	Franklin	FM	2,500	L	Jan-88	1988	18
225	FL	Orange	Franklin	FM	2,500	L	Jan-88	1988	18
226	FL	Orange	Franklin	FM	2,500	L	Jan-88	1988	18
227	FL	Orange	Franklin	FM	2,500	L	Jan-88	1988	18
228	FL	Orange	Franklin	FM	2,500	L	Jan-88	1988	18
229	FL	Orange	Franklin	FM	2,500	L	Jan-88	1988	18
230	FL	Orange	Franklin	FM	2,500	L	Jan-88	1988	18
231	FL	Orange	Franklin	FM	2,500	L	Jan-88	1988	18
232	FL	Orange	Franklin	FM	2,500	L	Jan-88	1988	18
233	FL	Orange	Franklin	FM	2,500	L	Jan-88	1988	18
234	FL	Orange	Franklin	FM	2,500	L	Jan-88	1988	18
235	FL	Orange	Franklin	FM	2,500	L	Jan-88	1988	18
236	FL	Orange	Franklin	FM	2,500	L	Jan-88	1988	18
237	FL	Orange	Franklin	FM	2,500	L	Jan-88	1988	18
238	FL	Orange	Franklin	FM	2,500	L	Jan-88	1988	18
239	FL	Orange	Franklin	FM	2,500	L	Jan-88	1988	18
240	FL	Orange	Franklin	FM	2,500	L	Jan-88	1988	18
241	FL	Orange	Franklin	FM	2,500	L	Jan-88	1988	18
242	FL	Orange	Franklin	FM	2,500	L	Jan-88	1988	18
243	FL	Orange	Franklin	FM	2,500	L	Jan-88	1988	18
244	FL	Orange	Franklin	FM	2,500	L	Jan-88	1988	18
245	FL	Orange	Franklin	FM	2,500	L	Jan-88	1988	18
246	FL	Orange	Franklin	FM	2,500	L	Jan-88	1988	18
247	FL	Orange	Franklin	FM	2,500	L	Jan-88	1988	18
248	FL	Orange	Franklin	FM	2,500	L	Jan-88	1988	18
249	FL	Orange	Franklin	FM	2,500	L	Jan-88	1988	18
250	FL	Orange	Franklin	FM	2,500	L	Jan-88	1988	18

TRADEMARK
 REEL: 1697 FRAME: 0780

TRADEMARK
 REEL: 002008 FRAME: 0196

NOV-18-1997 3:58PM OFFICE
 NOV-18-97 12:16:11 PM BRUNDT INC

FAX NO. 205 912 4813 NO. 631 P. 5 P. 05

BRUNDT, INC.
TOTAL REAL PROPERTY
OPERATING STORAGE

STAKE NO	ST	LAND/TEN	COUNTY	FORMAT	SIZE ACP	COPY LEASE	DATE OPEN	LEASE	
								EXPIRATION YEAR	NO. OF UNITS
236	FL	Thibodaux	Lake	S	42.200	L	May-86	2018	24
240	TR	Shreveport	Winn Parish	S	64.878	L	Jan-87	2017	45
247	AL	Thibodaux	Thibodaux	FW	42.700	L	3-88	2015	45
248	AL	Shreveport	Jackson	S	54.973	L	Oct-87	2023	28
288	GA	Orleans	Stamford	S	42.578	L	Aug-88	2016	45
318	AL	Orleans	Mobile	S	42.500	LEASE	Mar-88	2008	58
321	TR	Shreveport	Orleans	S	62.884	L	1988	2017	48
322	TR	Shreveport	Orleans	S	51.882	L	1988	2001	48
323	TR	Orleans	Orleans	S	22.321	L	Mar-88	2008	45
324	TR	Shreveport	Orleans	S	32.500	L	1984	1988	24
325	TR	Shreveport	Orleans	S	42.888	L	Feb-88	2005	45
326	TR	Shreveport	Orleans	S	42.500	L	1988	2011	118
327	TR	Shreveport	Orleans	S	22.500	L	1988	2001	125
328	TR	Shreveport	Orleans	S	42.400	L	Mar-87	2001	58
329	TR	Shreveport	Orleans	S	42.888	L	Feb-88	2008	45
330	TR	Shreveport	Orleans	S	42.888	L	Feb-88	2011	45
721	GA	Orleans	Mobile	TR	24.200	L	Dec-78		
722	GA	Orleans	Mobile	TR	42.300	L	Dec-88	2004	24
723	GA	Orleans	Mobile	TR	24.700	L	Jan-88	2008	6
724	GA	Orleans	Orleans	TR	24.888	L	Mar-78	1988	11
725	GA	Orleans	Orleans	TR	24.888	L	Jul-78	1988	12
726	GA	Orleans	Texas	TR	24.700	L	Feb-78	1988	118
727	GA	Orleans	Lebanon	TR	24.000	L	Jan-88	2003	25
728	GA	Orleans	Orleans	TR	24.888	L	Mar-88	2004	24
729	GA	Orleans	Franklin	TR	44.700	L	Aug-87	2007	25
730	GA	Orleans	Orleans	TR	24.800	L	Oct-87	2007	28
821	GA	Orleans	Orleans	TR	24.888	L	Mar-88	2008	25
822	GA	Orleans	Orleans	TR	42.888	L	Mar-88	2008	25
823	GA	Orleans	Texas	TR	24.888	L	Jan-88	2012	24
824	GA	Orleans	Orleans	TR	24.888	L	Mar-88	2007	45
825	GA	Orleans	TR	TR	47.888	L	Jan-88	2010	12
826	GA	Orleans	Orleans	TR	42.700	L	Feb-88	2008	45
827	GA	Orleans	Franklin	TR	42.700	L	Mar-88	2010	25
Total Leased Operating Storage					728	4,084,000			
D. Special Operating Storage									
1	AL	Shreveport	Jackson	FW	22.888	D	Apr-88		
2	AL	Shreveport	Jackson	S	42.700	D	Feb-88		
3	AL	Shreveport	Jackson	S	22.700	D	Mar-88		
4	AL	Orleans	Jackson	S	22.700	D	Oct-88		
5	AL	Shreveport	Jackson	FW	42.888	D	Mar-88		
21	AL	Orleans	Orleans	FW	24.700	D	Mar-88		
22	AL	Orleans	Orleans	FW	42.888	D	Mar-88		

NOV-18-1987 3:00PM
 NOV-18-87 TUE 12:01 PM CRSE
 BRUNDS INC

FAX NO. 205 912 4619 NO. 831 P. 6
 P. 06

BRUNDS, INC.
TOTAL REAL PROPERTY
OPERATING STORES

STORE NO	ST	LOCATION	COUNTY	FORMAT	SQ FT	CHRG LEASE	DATE OPEN	LEASE EXPIRATION YEAR	NO. OF OPTIONS
37	AL	Prater	Stacy	FW	45,700	0	Jan-85		
46	AL	Chapman	Madison	FW	45,000	0	Jan-85		
50	AL	Pub City	St Clair	FW	57,718	0	Jan-85		
52	FL	Chapman	Chapman	FW	44,000	0	Jan-85		
57	AL	Prater	Jackson	FW	45,700	0	Jan-85		
59	AL	Chapman	Tallapoosa	FW	45,000	0	Jan-85		
64	AL	Chapman	Law	FW	45,700	0	Jan-85		
73	AL	Prater	Stacy	FW	45,700	0	Jan-85		
115	AL	Prater	Jackson	FW	45,700	0	Jan-85		
151	AL	Prater	Lamar	FW	45,700	0	Jan-85		
152	AL	Prater	Stacy	FW	45,700	0	Jan-85		
153	AL	Prater	Stacy	FW	45,700	0	Jan-85		
154	AL	Prater	Stacy	FW	45,700	0	Jan-85		
155	AL	Prater	Stacy	FW	45,700	0	Jan-85		
156	AL	Prater	Stacy	FW	45,700	0	Jan-85		
157	AL	Prater	Stacy	FW	45,700	0	Jan-85		
158	AL	Prater	Stacy	FW	45,700	0	Jan-85		
159	AL	Prater	Stacy	FW	45,700	0	Jan-85		
160	AL	Prater	Stacy	FW	45,700	0	Jan-85		
161	AL	Prater	Stacy	FW	45,700	0	Jan-85		
162	AL	Prater	Stacy	FW	45,700	0	Jan-85		
163	AL	Prater	Stacy	FW	45,700	0	Jan-85		
164	AL	Prater	Stacy	FW	45,700	0	Jan-85		
165	AL	Prater	Stacy	FW	45,700	0	Jan-85		
166	AL	Prater	Stacy	FW	45,700	0	Jan-85		
167	AL	Prater	Stacy	FW	45,700	0	Jan-85		
168	AL	Prater	Stacy	FW	45,700	0	Jan-85		
169	AL	Prater	Stacy	FW	45,700	0	Jan-85		
170	AL	Prater	Stacy	FW	45,700	0	Jan-85		
171	AL	Prater	Stacy	FW	45,700	0	Jan-85		
172	AL	Prater	Stacy	FW	45,700	0	Jan-85		
173	AL	Prater	Stacy	FW	45,700	0	Jan-85		
174	AL	Prater	Stacy	FW	45,700	0	Jan-85		
175	AL	Prater	Stacy	FW	45,700	0	Jan-85		
176	AL	Prater	Stacy	FW	45,700	0	Jan-85		
177	AL	Prater	Stacy	FW	45,700	0	Jan-85		
178	AL	Prater	Stacy	FW	45,700	0	Jan-85		
179	AL	Prater	Stacy	FW	45,700	0	Jan-85		
180	AL	Prater	Stacy	FW	45,700	0	Jan-85		
181	AL	Prater	Stacy	FW	45,700	0	Jan-85		
182	AL	Prater	Stacy	FW	45,700	0	Jan-85		
183	AL	Prater	Stacy	FW	45,700	0	Jan-85		
184	AL	Prater	Stacy	FW	45,700	0	Jan-85		
185	AL	Prater	Stacy	FW	45,700	0	Jan-85		
186	AL	Prater	Stacy	FW	45,700	0	Jan-85		
187	AL	Prater	Stacy	FW	45,700	0	Jan-85		
188	AL	Prater	Stacy	FW	45,700	0	Jan-85		
189	AL	Prater	Stacy	FW	45,700	0	Jan-85		
190	AL	Prater	Stacy	FW	45,700	0	Jan-85		
191	AL	Prater	Stacy	FW	45,700	0	Jan-85		
192	AL	Prater	Stacy	FW	45,700	0	Jan-85		
193	AL	Prater	Stacy	FW	45,700	0	Jan-85		
194	AL	Prater	Stacy	FW	45,700	0	Jan-85		
195	AL	Prater	Stacy	FW	45,700	0	Jan-85		
196	AL	Prater	Stacy	FW	45,700	0	Jan-85		
197	AL	Prater	Stacy	FW	45,700	0	Jan-85		
198	AL	Prater	Stacy	FW	45,700	0	Jan-85		
199	AL	Prater	Stacy	FW	45,700	0	Jan-85		
200	AL	Prater	Stacy	FW	45,700	0	Jan-85		

TRADEMARK
 REEL: 1697 FRAME: 0782

TRADEMARK
 REEL: 002008 FRAME: 0198

Jan-23-88 01:26pm From-SKADEN ARPS LA 7

2126873608

T-118 P.46 F-858

NOV-18-1997 3:01PM BRUNDS INC
 NOV-19-97 12:00 PM BRUNDS INC

FAX NO. 205 912 4515 NO. 831 P. 7.07

**BRUNDS, INC.
 TOTAL REAL PROPERTY
 OPERATING STORES**

STORE NO	ST	LOCATION	COUNTY	FORMAT	SIZE SQ FT	LEASE TYPE	DATE OPEN	LEASE EXPIRATION YEAR	NO. OF OFFERS
128	AL	East	Walker	FR	46,728	LEASE	Jan-88		
137	AL	Shirleydale	Jackson	FR	34,800	LEASE	Jan-88		
138	AL	Tray	Fla	FR	41,880	LEASE	Jan-88		
172	GA	Swing Spur	Polk	FR	41,880	LEASE	Jan-88		
176	GA	James	Polk	FR	41,880	LEASE	Jan-88		
182	TX	Wichita	DeWitt	FR	41,880	LEASE	Jan-88		
186	FL	Turkey Creek	Law	FR	41,880	LEASE	Jan-88		
188	TX	Wichita	DeWitt	FR	41,880	LEASE	Jan-88		
228	FL	Panama	Escambia	FR	34,776	LEASE	Jan-88		
234	TX	Chattanooga	Houston	FR	41,880	LEASE	Jan-88		
236	GA	Albany	Cherokee	FR	41,880	LEASE	Jan-88		
247	GA	Wilmington	Wayne	FR	41,728	LEASE	Jan-88		
248	GA	Albany	Wayne	FR	41,728	LEASE	Jan-88		
249	GA	Albany	Wayne	FR	41,728	LEASE	Jan-88		
250	GA	Albany	Wayne	FR	41,728	LEASE	Jan-88		
251	GA	Albany	Wayne	FR	41,728	LEASE	Jan-88		
252	GA	Albany	Wayne	FR	41,728	LEASE	Jan-88		
253	GA	Albany	Wayne	FR	41,728	LEASE	Jan-88		
254	GA	Albany	Wayne	FR	41,728	LEASE	Jan-88		
255	GA	Albany	Wayne	FR	41,728	LEASE	Jan-88		
256	GA	Albany	Wayne	FR	41,728	LEASE	Jan-88		
257	GA	Albany	Wayne	FR	41,728	LEASE	Jan-88		
258	GA	Albany	Wayne	FR	41,728	LEASE	Jan-88		
259	GA	Albany	Wayne	FR	41,728	LEASE	Jan-88		
260	GA	Albany	Wayne	FR	41,728	LEASE	Jan-88		
261	GA	Albany	Wayne	FR	41,728	LEASE	Jan-88		
262	GA	Albany	Wayne	FR	41,728	LEASE	Jan-88		
263	GA	Albany	Wayne	FR	41,728	LEASE	Jan-88		
264	GA	Albany	Wayne	FR	41,728	LEASE	Jan-88		
265	GA	Albany	Wayne	FR	41,728	LEASE	Jan-88		
266	GA	Albany	Wayne	FR	41,728	LEASE	Jan-88		
267	GA	Albany	Wayne	FR	41,728	LEASE	Jan-88		
268	GA	Albany	Wayne	FR	41,728	LEASE	Jan-88		
269	GA	Albany	Wayne	FR	41,728	LEASE	Jan-88		
270	GA	Albany	Wayne	FR	41,728	LEASE	Jan-88		
271	GA	Albany	Wayne	FR	41,728	LEASE	Jan-88		
272	GA	Albany	Wayne	FR	41,728	LEASE	Jan-88		
273	GA	Albany	Wayne	FR	41,728	LEASE	Jan-88		
274	GA	Albany	Wayne	FR	41,728	LEASE	Jan-88		
275	GA	Albany	Wayne	FR	41,728	LEASE	Jan-88		
276	GA	Albany	Wayne	FR	41,728	LEASE	Jan-88		
277	GA	Albany	Wayne	FR	41,728	LEASE	Jan-88		
278	GA	Albany	Wayne	FR	41,728	LEASE	Jan-88		
279	GA	Albany	Wayne	FR	41,728	LEASE	Jan-88		
280	GA	Albany	Wayne	FR	41,728	LEASE	Jan-88		
281	GA	Albany	Wayne	FR	41,728	LEASE	Jan-88		
282	GA	Albany	Wayne	FR	41,728	LEASE	Jan-88		
283	GA	Albany	Wayne	FR	41,728	LEASE	Jan-88		
284	GA	Albany	Wayne	FR	41,728	LEASE	Jan-88		
285	GA	Albany	Wayne	FR	41,728	LEASE	Jan-88		
286	GA	Albany	Wayne	FR	41,728	LEASE	Jan-88		
287	GA	Albany	Wayne	FR	41,728	LEASE	Jan-88		
288	GA	Albany	Wayne	FR	41,728	LEASE	Jan-88		
289	GA	Albany	Wayne	FR	41,728	LEASE	Jan-88		
290	GA	Albany	Wayne	FR	41,728	LEASE	Jan-88		
291	GA	Albany	Wayne	FR	41,728	LEASE	Jan-88		
292	GA	Albany	Wayne	FR	41,728	LEASE	Jan-88		
293	GA	Albany	Wayne	FR	41,728	LEASE	Jan-88		
294	GA	Albany	Wayne	FR	41,728	LEASE	Jan-88		
295	GA	Albany	Wayne	FR	41,728	LEASE	Jan-88		
296	GA	Albany	Wayne	FR	41,728	LEASE	Jan-88		
297	GA	Albany	Wayne	FR	41,728	LEASE	Jan-88		
298	GA	Albany	Wayne	FR	41,728	LEASE	Jan-88		
299	GA	Albany	Wayne	FR	41,728	LEASE	Jan-88		
300	GA	Albany	Wayne	FR	41,728	LEASE	Jan-88		
Total Operating Stores					300	12,518,400			
TOTAL OPERATING STORES					300	12,518,400			

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TRADEMARK
 REEL: 1697 FRAME: 0783

TRADEMARK
 REEL: 002008 FRAME: 0199

Schedule 2

Locations of Chief Executive Office,
Chief Place of Business,
and Locations Where Records Concerning
Receivables are Kept

Chief Executive Office,
Chief Place of Business:

For Borrower and each Guarantor other than Lakeshore Foods,
Inc.:

800 Lakeshore Parkway
Birmingham, AL 35211

For Lakeshore Foods, Inc.:

1025 Westlake Mall
Bessemer, Alabama 35020

Locations Where Records Concerning
Receivables are Kept:

See attached.

NOV-18-1997 2:55PM O-RECE
 NOV-18-97 TUE 12:05 PM BELLWAS INC

FAX NO. 205 812 4819 NO.851 P.202

BALNO'S, INC.
TOTAL REAL PROPERTY
OPERATING STORES

STORE NO	ST	LOCATION	COUNTY	FORMA	SQ FT	LAND	DATE OPEN	LEASE EXPIRATION YEAR	NO. OF EMPLOYEES
1	AL	Mobile	Mobile	FW	61,800	L	Jan-78	2000	30
2	AL	Mobile	Mobile	B	21,700	L	Jan-78	2000	25
3	AL	Centerville	Jefferson	B	21,700	L	Jan-78	2000	25
4	AL	Montgomery	Montgomery	FW	21,700	L	Jan-78	2000	25
5	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
6	AL	Montgomery	Jefferson	FW	21,700	L	Jan-78	2000	25
7	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
8	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
9	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
10	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
11	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
12	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
13	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
14	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
15	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
16	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
17	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
18	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
19	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
20	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
21	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
22	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
23	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
24	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
25	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
26	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
27	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
28	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
29	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
30	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
31	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
32	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
33	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
34	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
35	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
36	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
37	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
38	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
39	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
40	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
41	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
42	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
43	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
44	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
45	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
46	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
47	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
48	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
49	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
50	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
51	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
52	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
53	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
54	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
55	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
56	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
57	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
58	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
59	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
60	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
61	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
62	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
63	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
64	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
65	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
66	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
67	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
68	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
69	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
70	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
71	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
72	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
73	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
74	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
75	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
76	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
77	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
78	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
79	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
80	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
81	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
82	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
83	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
84	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
85	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
86	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
87	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
88	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
89	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
90	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
91	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
92	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
93	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
94	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
95	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
96	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
97	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
98	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
99	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25
100	AL	Mobile	Jefferson	FW	21,700	L	Jan-78	2000	25

TRADEMARK
 REEL: 1697 FRAME: 0785

TRADEMARK
 REEL: 002008 FRAME: 0201

Jan-23-88 01:22am From-SKADDER ARPS LA 7

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NOV 18 1987 2:55PM C-ACE
NOV 18 1987 12:00 PM BRUNNEN INC

FAX NO. 205 912 4619 NO. 831 P. 03

BRUNNEN, INC.
TOTAL REAL PROPERTY
OPERATING STORES

STORE NO	ST	LOCATION	COUNTY	PROPERTY	SIZE SQ FT	CHRG LEASE	DATE OPEN	EXPIRATION YEAR	NO. OF OPTIONS
72	AL	Washington	Jefferson	D	61,000	L	Dec-85	2002	20
73	GA	Union	Floyd	D	62,000	L	Dec-87	2011	40
74	MS	Madison	Lumbard	FW	64,000	L	Dec-87	2007	40
75	AL	Mc Intosh	Tallapoosa	FW	65,000	L	Dec-87	2013	40
77	AL	Anders	Law	FW	65,000	L	Feb-88	2008	40
78	AL	Pratt	Limestone	FW	65,000	L	Mar-91	2011	40
79	GA	Carters	Conrad	D	67,000	L	Nov-87	2009	40
80	AL	Mobile	Mobile	D	67,000	L	July-88	2011	60
81	AL	Spain	Pratt	D	68,000	L	Jan-88	2008	50
82	AL	Montgomery	Jefferson	D	68,000	L	Nov-88	2010	60
83	AL	Madison	Madison	D	68,000	Lease	Jan-88	2010	20
84	AL	Tallapoosa	Tallapoosa	D	68,000	L	Jan-88	2008	2-100
85	AL	Madison	Madison	FW	68,000	Lease	Jan-88	2009	20
86	AL	Montgomery	Montgomery	D	68,000	L	Aug-88	2012	40
88	AL	Montgomery	Jefferson	D	68,000	L	Dec-88	2012	1000
111	AL	Mobile	Mobile	FW	72,000	L	Dec-88	1999	30
112	AL	Montgomery	Montgomery	FW	72,000	L	Nov-87	2008	50
113	AL	Mobile	Mobile	FW	68,000	L	July-91	2008	20
114	AL	Mobile	Mobile	FW	68,000	L	Dec-78	2008	50
115	AL	Pratt	Pratt	FW	72,000	L	1/1/87	2008	50
117	AL	Spain	Pratt	FW	68,000	L	Feb-91	2008	60
120	AL	Montgomery	Jefferson	FW	68,000	L	Aug-88	2008	60
121	AL	Spain	Mobile	FW	68,000	L	Dec-88	2008	50
122	AL	Montgomery	Jefferson	D	68,000	L	Nov-88	2009	40
123	AL	Tallapoosa	Jefferson	FW	68,000	L	Dec-88	2010	40
124	AL	Madison	Limestone	FW	68,000	L	Nov-88	2010	40
125	AL	Pratt City	Pratt	FW	68,000	L	Dec-88	2012	40
126	AL	Pratt City	Pratt	FW	68,000	L	Dec-88	2009	40
127	AL	Pratt City	Pratt	FW	68,000	L	Dec-88	2010	40
128	AL	Pratt City	Pratt	FW	68,000	L	Dec-88	2010	40
129	AL	Pratt City	Pratt	FW	68,000	L	Dec-88	2010	40
130	AL	Pratt City	Pratt	FW	68,000	L	Dec-88	2010	40
131	AL	Pratt City	Pratt	FW	68,000	L	Dec-88	2010	40
132	AL	Pratt City	Pratt	FW	68,000	L	Dec-88	2010	40
133	AL	Pratt City	Pratt	FW	68,000	L	Dec-88	2010	40
134	AL	Pratt City	Pratt	FW	68,000	L	Dec-88	2010	40
135	AL	Pratt City	Pratt	FW	68,000	L	Dec-88	2010	40
136	AL	Pratt City	Pratt	FW	68,000	L	Dec-88	2010	40
137	AL	Pratt City	Pratt	FW	68,000	L	Dec-88	2010	40
138	AL	Pratt City	Pratt	FW	68,000	L	Dec-88	2010	40
139	AL	Pratt City	Pratt	FW	68,000	L	Dec-88	2010	40
140	AL	Pratt City	Pratt	FW	68,000	L	Dec-88	2010	40
141	AL	Pratt City	Pratt	FW	68,000	L	Dec-88	2010	40
142	AL	Pratt City	Pratt	FW	68,000	L	Dec-88	2010	40
143	AL	Pratt City	Pratt	FW	68,000	L	Dec-88	2010	40
144	AL	Pratt City	Pratt	FW	68,000	L	Dec-88	2010	40
145	AL	Pratt City	Pratt	FW	68,000	L	Dec-88	2010	40
146	AL	Pratt City	Pratt	FW	68,000	L	Dec-88	2010	40
147	AL	Pratt City	Pratt	FW	68,000	L	Dec-88	2010	40
148	AL	Pratt City	Pratt	FW	68,000	L	Dec-88	2010	40
149	AL	Pratt City	Pratt	FW	68,000	L	Dec-88	2010	40
150	AL	Pratt City	Pratt	FW	68,000	L	Dec-88	2010	40
151	AL	Pratt City	Pratt	FW	68,000	L	Dec-88	2010	40
152	AL	Pratt City	Pratt	FW	68,000	L	Dec-88	2010	40

TRADEMARK
REEL: 1697 FRAME: 0786

TRADEMARK
REEL: 002008 FRAME: 0202

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 NOV-18-97 TUE 12:01 PM BRUNO'S INC

FAX NO. 205 912 4619 NO. 831 P. 6
 F. 06

BRUNO'S, INC.
TOTAL REAL PROPERTY
OPERATING STORES

STORE NO	ST	LOCATION	BRAND	FORMAT	SEE	OWN	DATE	LEASE	EXPIRATION	REL. OF
					NO	LEAS	OPEN	TYPE	DATE	OPTION
37	AL	Harbor	Shopy	FW	68,700	0	1997			
46	AL	Harbor	Shopy	FW	61,800	0	1998			
58	AL	Pub City	2, Cstv	FW	52,700	0	1998			
62	FL	Spring	Outback	FW	61,800	0	1998			
67	AL	Harbor	Johnson	FW	61,700	0	1997			
68	AL	Harbor	Johnson	FW	61,800	0	1998			
69	AL	Harbor	Johnson	FW	61,700	0	1998			
70	AL	Harbor	Johnson	FW	61,700	0	1998			
71	AL	Harbor	Johnson	FW	61,700	0	1998			
72	AL	Harbor	Johnson	FW	61,700	0	1998			
73	AL	Harbor	Johnson	FW	61,700	0	1998			
74	AL	Harbor	Johnson	FW	61,700	0	1998			
75	AL	Harbor	Johnson	FW	61,700	0	1998			
76	AL	Harbor	Johnson	FW	61,700	0	1998			
77	AL	Harbor	Johnson	FW	61,700	0	1998			
78	AL	Harbor	Johnson	FW	61,700	0	1998			
79	AL	Harbor	Johnson	FW	61,700	0	1998			
80	AL	Harbor	Johnson	FW	61,700	0	1998			
81	AL	Harbor	Johnson	FW	61,700	0	1998			
82	AL	Harbor	Johnson	FW	61,700	0	1998			
83	AL	Harbor	Johnson	FW	61,700	0	1998			
84	AL	Harbor	Johnson	FW	61,700	0	1998			
85	AL	Harbor	Johnson	FW	61,700	0	1998			
86	AL	Harbor	Johnson	FW	61,700	0	1998			
87	AL	Harbor	Johnson	FW	61,700	0	1998			
88	AL	Harbor	Johnson	FW	61,700	0	1998			
89	AL	Harbor	Johnson	FW	61,700	0	1998			
90	AL	Harbor	Johnson	FW	61,700	0	1998			
91	AL	Harbor	Johnson	FW	61,700	0	1998			
92	AL	Harbor	Johnson	FW	61,700	0	1998			
93	AL	Harbor	Johnson	FW	61,700	0	1998			
94	AL	Harbor	Johnson	FW	61,700	0	1998			
95	AL	Harbor	Johnson	FW	61,700	0	1998			
96	AL	Harbor	Johnson	FW	61,700	0	1998			
97	AL	Harbor	Johnson	FW	61,700	0	1998			
98	AL	Harbor	Johnson	FW	61,700	0	1998			
99	AL	Harbor	Johnson	FW	61,700	0	1998			
100	AL	Harbor	Johnson	FW	61,700	0	1998			
101	AL	Harbor	Johnson	FW	61,700	0	1998			
102	AL	Harbor	Johnson	FW	61,700	0	1998			
103	AL	Harbor	Johnson	FW	61,700	0	1998			
104	AL	Harbor	Johnson	FW	61,700	0	1998			
105	AL	Harbor	Johnson	FW	61,700	0	1998			
106	AL	Harbor	Johnson	FW	61,700	0	1998			
107	AL	Harbor	Johnson	FW	61,700	0	1998			
108	AL	Harbor	Johnson	FW	61,700	0	1998			
109	AL	Harbor	Johnson	FW	61,700	0	1998			
110	AL	Harbor	Johnson	FW	61,700	0	1998			
111	AL	Harbor	Johnson	FW	61,700	0	1998			
112	AL	Harbor	Johnson	FW	61,700	0	1998			
113	AL	Harbor	Johnson	FW	61,700	0	1998			
114	AL	Harbor	Johnson	FW	61,700	0	1998			
115	AL	Harbor	Johnson	FW	61,700	0	1998			
116	AL	Harbor	Johnson	FW	61,700	0	1998			
117	AL	Harbor	Johnson	FW	61,700	0	1998			
118	AL	Harbor	Johnson	FW	61,700	0	1998			

TRADEMARK
 REEL: 1697 FRAME: 0789

TRADEMARK
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Schedule 3

Trademarks

See attached.

3

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TRADEMARK
REEL: 1697 FRAME: 0791

TRADEMARK
REEL: 002008 FRAME: 0207

BRUNO'S, INC. TRADEMARK INFORMATION				
TRADEMARK	APPLICATION NUMBER	REGISTRATION NUMBER	REGISTRATION DATE	STATUS
FoodMax (stylized)	Alabama State Service Mark	103480	11/10/87	Registered
Woodman (stylized)	Alabama State Service Mark	103479	11/30/87	Registered
Max Pak & Design	Alabama State Service Mark	103584	4/11/88	Registered
Bruno's (stylized)	Alabama State Service Mark	105025	7/19/91	Registered
Bruno's Food & Pharmacy (stylized)	Alabama State Service Mark	105024	7/19/91	Registered
Vincent's Market & Design	Alabama State Service Mark	103864	2/22/82	Registered
Ultra Lean & Design	Alabama State Service Mark	105047	7/29/91	Registered
Max Pak	Federal	1488695	5/17/88	Registered
FoodMax	Federal	1479152	3/1/88	Registered
FoodMax (stylized)	Federal	1503161	9/6/88	Registered
Alpenrose	Federal	1941890	2/23/96	Registered
Dr. B.	Federal	Application Serial No. 75/166411	Filed 9/11/96	Pending
Dr. Bruno's	Federal	Application Serial No. 75/150957	Filed 8/2/96	Pending
Southwest Mountain	Federal	Application Serial No. 75/150956	Filed 8/1/96	Pending

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TRADEMARK
REEL: 1697 FRAME: 0792

TRADEMARK
REEL: 002008 FRAME: 0208

MARK	REGISTRATION NUMBER	REGISTRATION DATE	STATUS
Bruno's, Inc. TRADEMARK INFORMATION			
Bruno's, Inc. Federal	Application Serial No. 75/150955	Filed 8/2/96	Pending
Mountain Bruno's Federal	Application Serial No. 75/150954	Filed 8/2/96	Pending
Southern Ip Federal	Application Serial No. 75/150933	Filed 8/1/96	Pending
Southern Hoes Federal	Application Serial No. 75/061035	Filed 2/22/96	Pending
Checkout For Charity Federal	Application Serial No. 75/050288	Filed 1/30/96	Pending
Vincent's Market Federal	Application Serial No. 75/041487	Filed 1/11/96	Pending
Bruno's Food and Pharmacy International Florida State Service Mark	751518	5/1/95/91	Registered
Ultra 74in Florida State Service Mark	714893	5/30/93	Registered
Popcorn South Carolina Service Mark	6435	5/4/92	Registered
Bruno's Flour Foods South Carolina Service Mark	6436	5/4/92	Registered
Ultra Lean 93% Lean Lowfat Ground Beef 6 Design Tennessee State Registration	21880959	5/30/91	Registered

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TRADEMARK
REEL: 002008 FRAME: 0209

BRUNO'S, INC.
TRADEMARK INFORMATION

TRADEMARK	REGISTRATION	REGISTRATION NUMBER	REGISTRATION DATE	STATUS
Bruno's (stylized)	Mississippi Trademark Registration	Mississippi was not issuing registration numbers in 1991	2/1/91	Registered
Ultra Lean & Design	Mississippi Trademark	Mississippi was not issuing registration numbers in 1991	5/31/91	Registered
Food World	Georgia State Service	88973	2/28/89	Registered
Bruno's (stylized)	Georgia State Service	811047	6/24/91	Registered
Bruno's Finer Foods & Design	Georgia State Service	811048	6/24/91	Registered
Ultra Lean	Georgia State Service	810907	6/23/91	Registered

TRADEMARK
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Schedule 4

Patents

None.

4

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TRADEMARK
REEL: 1697 FRAME: 0795

TRADEMARK
REEL: 002008 FRAME: 0211

Schedule 5

Copyrights

None.

5

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TRADEMARK
REEL: 1697 FRAME: 0796

TRADEMARK
REEL: 002008 FRAME: 0212

Schedule 6
Pledged Stock

See attached.

6

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TRADEMARK
REEL: 1697 FRAME: 0797

TRADEMARK
REEL: 002008 FRAME: 0213

PLEGGED SHARES

<u>Pledgor</u>	<u>Issuer</u>	<u>Class of Stock/Par Value</u>	<u>Stock Certificate No(s)</u>	<u>Number of Shares</u>	<u>Percentage of Outstanding Shares</u>
PWS Holding Corporation	Bruno's Food Stores, Inc.	Common Stock \$.50 par value	2	1,000	100
Bruno's, Inc.	A.F. Stores, Inc.	Common Stock \$1.00 par value	1	1,000	100
Bruno's, Inc.	Food Max of Tennessee, Inc.	Common Stock \$1.00 par value	1	1,000	100
Bruno's, Inc.	Food Max of Georgia, Inc.	Common Stock \$1.00 par value	1	1,000	100
Bruno's, Inc.	BR Air, Inc.	Common Stock \$1.00 par value	1	1,000	100
Bruno's, Inc.	Food Max of Mississippi, Inc.	Common Stock \$1.00 par value	1	1,000	100
Bruno's, Inc.	PWS Holding Corporation	Common Stock \$.01 par value	59	1,000	100
Bruno's, Inc.	Lakeshore Foods, Inc.	Common Stock \$.01 par value	1	1,000	100

RECORDED: 02/06/1998

TRADEMARK
REEL: 1697 FRAME: 0798

RECORDED: 01/05/2000

TRADEMARK
REEL: 002008 FRAME: 0214