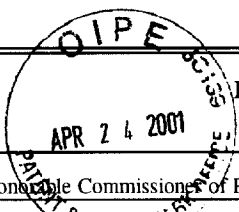


05-01-2001

Form PTO-1594
(Rev 6-93)



RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



101696809

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy inhereof.

1. Name of conveying party(ies)
WINN-DIXIE STORES, INC. 4-74-01

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- *Corporations
- 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: March 29, 2001

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

Name: FIRST UNION NATIONAL BANK, as administrative agent

Internal Address: _____

Street Address: 201 South College Street

City: Charlotte State: NC ZIP: 28288

Country: _____

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation
- * Other bank, financial institution

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 trademark number(s):

If this document is being filed together with a new application, the execution date of the application is _____

A. Trademark Application No.(s) SEE ATTACHED LIST

B. Trademark No.(s) SEE ATTACHED LIST

1435157

Additional numbers attached * Yes No

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

Name: Robert E. Rude II

Internal Address: Mayer Brown & Platt

Street Address: 1909 K Street, NW

City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved: 106

7. Total fee (37 CFR 3.41): \$ 2665.00

* Enclosed (Check No.19177)

Authorized to be charged to deposit account

8. Deposit account number: _____

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

DO NOT USE THIS SPACE

04/30/2001 DIAZI 00000167 1435157

01 FC:481
02 FC:482

40.00 00
2625.00 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.

Robert E. Rude II
Name of Person Signing

RESRTI
Signature

April 24, 2001
Date

Total number of pages comprising cover sheet and document attachments: 10

Item A. Trademarks - Winn-Dixie Stores, Inc.

<u>Registered Trademarks</u>		
<u>U.S. Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
America's Supermarket	1,435,157	03/31/1987
Apple Wheels	2,069,264	06/10/1997
The Beef People	1,293,431	09/04/1984
Bermuda	1,165,721	08/18/1981
Buddies	802,828	[]
Buddies	1,027,005	12/09/1975
Buddies & Design	882,975	12/23/1969
Buddies & Design	1,057,843	02/01/1977
Burning Sun	2,016,273	11/12/1996
Chef's Selection	SN 75/414873	01/07/1998
Chek	SN 73/460,393	[]
Chek Mate	2,395,930	10/17/2000
Chuck Wagon	950,895	01/16/1973
Crackin' Good	2,155,023 (formerly 644,510 under Crackin' Good Bakers	05/05/1998 (formerly 04/23/1957)
Crackin' Good (with design of baker boy)	521,185	02/21/1950
Crackin' Good (without design)	891,006	05/12/1970
Creole	308,792	12/19/1933
Dano's	1,247,238	08/02/1983
Diamond of Dreams	1,985,075	07/09/1996
Dixiana	2,079,120	07/15/1997
Dixie Darling	519,172	12/27/1949
Dixie Darling	625,554	04/17/1956
Dixie Darling	1,092,850	06/06/1978
Dixie Darling	625,557	04/17/1956

Dixie Home	SN 73/157,302	[]
Dixie Thrifty	1,247,218	08/02/1983
Dolores	339,234	12/22/1962
Feedin' Time	1,449,972	07/28/1987
Fisherman's Wharf	1,312,772	01/01/1985
Fruit Wheels	2,069,265	06/10/1997
Fruit Wheels	2,069,265	06/10/1997
Healthy Brand	2,263,803	07/20/1999
Intelligent Choice	75/096519	[]
Jumbled Juice	2,063,730	05/20/1997
Kim Kat	907,646	02/09/1971
Kit-T-Love	1,462,150	10/20/1987
Kitty Cuisine	1,778,030	06/22/1993
Kold Kountry	1,006,975	[]
Kold Kountry	1,021,619	[]
Kountry Fresh	1,003,441	01/28/1975
Kountry Fresh	1,989,018	07/23/1996
Kountry Fresh	2,088,941	08/19/1997
Kwik Chek (words & design)	782,579	12/29/1964
Madison House	1,831,774	04/19/1994
The Meat People	1,173,469	10/13/1981
The Meat People	1,192,331	03/16/1982
Medic	1,033,562	02/17/1976
More Choices, Lower Prices	1,991,775	08/06/1996
Mount Vermont	565,276	10/14/1952
Naturite	1,372,090	11/26/1985
Oven Gem	SN 74/148,565 (75/095500)	[]
Palmetto Farms	803,495	02/08/1966
Pecan Treats	1,275,400	04/24/1984
Pinky Pig (and design)	666,104	08/19/1958
Prestigio	1,798,047	10/12/1993

Prestigio	1,798,004	10/12/1993
Prestigio	1,785,727	08/03/1993
Redi-Basted	2,092,817	09/02/1997
Satinskin	725,667	12/26/1961
Shower Guard	75/511,105	06/30/1998
Slick	637,798	11/27/1956
Sta-fit	730,880	05/01/1962
Streaky	1,116,144	04/03/1979
Sugar Barrel	1,051,994	11/02/1976
Sugar Barrel	74/665,274	[]
Sun Belt	1,139,908	09/23/1980
Superbrand	1,915,229	08/29/1995
Thriftway	2,016,598	11/19/1996
Thriftway	720,094	08/15/1961
Thrifty Maid	676,084	03/24/1959
Thrifty Maid	626,317	05/01/1956
Thrifty Maid	736,882	08/28/1962
Thrifty Maid	767,937	04/07/1964
Thrifty Maid	872,291	07/01/1969
Thrifty Maid	935,428	06/06/1972
Thrifty Maid	1,005,887	03/04/1975
Thrifty Maid	2,012,370	10/29/1996
Velva	210,763	03/23/1926
Velva	606,147	05/17/1955
W D Brand	1,696,292	06/23/1992
W D	128,965	01/20/1920
W D	766,018	03/03/1964
Wink	383,046	11/19/1940
Winn-Dixie	708,817	12/20/1960
Winn-Dixie	1,003,097	01/28/1975
Winn-Dixie	1,991,823	08/06/1996

We Do Everything Special... Especially for you	1,452,656	[]
Price Slicer And Design	1,289,432	[]
Price Slicers And Design	1,289,433	[]
Jitney-Jungle	1,293,175	[]
Jitney-Jungle	1,285,661	[]
Jitney-Jungle	1,285,660	[]
Pump And Save	1,976,148	[]
Pump And Save Gas	1,966,550	[]
Pump And Save Gas And Food	1,965,316	[]
Delchamps	2,299,583	[]

Pending Trademark Applications

All Country	75/827266	
Alta Springs	75/097274 (1,390,179)	Refiled - 5/1/96
Countrykist	75/827267	
Flavor-Star	75/824268	
Hickory Glen	75/827269	
The Meat Shop		
Prime Flavor	75/827270	
Primemarket	75/827271	
Primeranch	75/827272	
Quality Brook	75/827273	
Quality Ranch	75/827274	

Trademark Applications in Preparation - None

Other (i.e., not registered, no pending application, nor application preparation)-

Choco Charm	Madison	Super Duper
Dixie Darling	Power Buys	Super Whip
Freshy	Power Up	Treets

Harvest Fresh	Prestige	Tropical
Hickory Sweet	Produce Patch	Vinnie's
Hugo	Rocking M	Wize Buy
Kuddles	Savor Criollo	

Item B. Trademark Licenses

As part of the agreement of purchase and sale of the Gooding's retail stores, Winn-Dixie Stores, Inc. was granted use the trade name "Gooding's" for one year from the date of closing at all stores with the exception of two stores located at International Parkway and Dr. Phillips Drive, Orlando Florida where the name Gooding's may be used for a two year period.

License dated March 1, 1983 by W.B. Roddenberry, Inc. to Winn-Dixie Stores, Inc. to use the name "Kountry Maid"

License Agreement From Hunt-Wesson to Winn-Dixie Stores, Inc. for use of name "Super Whip".

License dated March 18, 1981 with Summit Laboratories, Inc. to use the name "Dart" on shampoo for human hair.

License Agreement with HB Fuller to Winn-Dixie Stores, Inc. to use Mark "Dart" on liquid detergent.

License Agreement with Garan International to use "Granimals" for cookies and crackers.

License Agreement from Everfresh Food Corp. to Winn-Dixie Stores, Inc. to use the name "Nan-Ling".

Temporary immaterial licenses granted by various manufacturers from time to time in connection with manufacturing or packaging services by the Grantor under contract with the licensor.



TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 29, 2001 between WINN-DIXIE STORES, INC., a Florida corporation (the "Grantor"), and FIRST UNION NATIONAL BANK, as administrative agent (together with any successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties (such capitalized term and other capitalized terms used in this Security Agreement to have the meanings set forth in Section I).

W I T N E S S E T H :

WHEREAS, pursuant to the Credit Agreement, dated as of March 29, 2001 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among Winn-Dixie Stores, Inc., a Florida corporation (the "Borrower"), the various financial institutions and other Persons as are, or may from time to time become, parties thereto (each individually a "Lender" and collectively the "Lenders"), the Administrative Agent, Merrill Lynch & Co., Merrill Lynch, Pierce, Fenner and Smith Incorporated ("ML & Co."), as syndication agent (in such capacity, the "Syndication Agent"), First Union Securities, Inc. ("FUSI") and ML & Co., as joint lead arrangers (in such capacity, the "Arrangers"), Harris Trust and Savings Bank ("Harris"), Fleet National Bank ("Fleet") and Credit Lyonnais New York Branch ("Credit Lyonnais"), and together with Harris and Fleet, collectively referred to as the "Documentation Agents") and FUSI as the sole bookrunner (in such capacity, the "Bookrunner"), the Lenders and the Issuer have extended Commitments to make Credit Extensions to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Subsidiary Security Agreement, dated as of March 29, 2001 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, as a condition precedent to the making of the Credit Extensions (including the initial Credit Extension) under the Credit Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations;

WHEREAS, the Grantor is a Subsidiary of the Borrower;

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

WHEREAS, it is in the best interests of the Grantor to execute this Security Agreement inasmuch as the Grantor will derive substantial direct and indirect benefits from the Credit Extensions made from time to time to the Borrower by the Lenders and the Issuer pursuant to the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders and the Issuer to make Credit Extensions (including the initial Credit Extension) to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Administrative Agent, and grant to the Administrative Agent a security interest in, for its benefit and the benefit of each Secured Party, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

- a. all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature and designs owned by the Grantor (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, anywhere in the world, and all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 attached hereto;
- b. all Trademark licenses and other agreements providing the Grantor with the right to use any items of the type described in clause (a), including each Trademark license referred to in Item B of Attachment 1 attached hereto;
- c. all reissues, extensions or renewals of any of the items described in clauses (a) and (b);
- d. all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b);
- e. the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and
- f. all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark

Office and corresponding office in other countries in the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. On the Termination Date, the Administrative Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

WINN-DIXIE STORES, INC.

By: Kellie D. Ross
Name: Kellie D. Ross
Title: Vice President

Address: 5050 Edgewood Court
Jacksonville, FL 32254-3699

Attention: Kellie D. Ross

Facsimile: (904) 783-5651

FIRST UNION NATIONAL BANK,
as Administrative Agent

By: _____

Name:

Title:

Address:

Attention: _____

Facsimile: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

WINN-DIXIE STORES, INC.

By: _____

Name:

Title:

Address:

Attention: _____

Facsimile: _____

FIRST UNION NATIONAL BANK,
as Administrative Agent

By: Irene Rosen Marks

Name: Irene Rosen Marks

Title: Senior Vice President

Address: 1339 Chestnut Street
12th Floor Widener Building
Philadelphia, PA 19107

Attention: Irene Rosen Marks

Facsimile: (215) 786-2877

16983635

RECORDED: 04/24/2001

TRADEMARK
REEL: 002279 FRAME: 0351