

05-01-2001



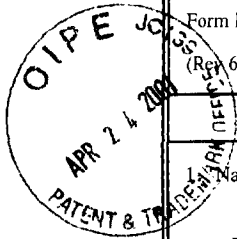
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Form PTO-1594

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

(Rev. 6-93)

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



1. Name of conveying party(ies): ASTOR PRODUCTS, INC

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 <u>816706</u>
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Additional numbers attached \* Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and trademarks involved: <u>16</u>
Name: <u>Robert E. Rude II</u>	7. Total fee (37 CFR 3.41): <u>\$ 415.00</u>
Internal Address: <u>Mayer Brown &amp; Platt</u>	* Enclosed (Check No.19178)
Street Address: <u>1909 K Street, NW</u>	<input type="checkbox"/> Authorized to be charged to deposit account
City: <u>Washington</u> State: <u>DC</u> ZIP: <u>20006</u>	8. Deposit account number:

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

DO NOT USE THIS SPACE

04/30/2001 TIAZ1 00000169 816706

01 FC:481  
02 FC:482

9. Statement and signature 40.00 OP  
75.00 OP

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                      [Signature]                      April 24, 2001  
Name of Person Signing                      Signature                      Date

Total number of pages comprising cover sheet and document attachments: 7

ATTACHMENT 1  
to Trademark Security Agreement of  
Astor Products, Inc.

Item A. Trademarks

Registered Trademarks

<u>U.S. Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Arrow	861,706	12/10/1968
Astor	154,545	04/18/1922
Astor	529,306	08/22/1950
Astor	673,951	02/10/1959
Astor	678,185	05/05/1959
Astor	612,298	09/13/1955
Blue Arrow	798,177	10/26/1965
Blue Arrow	866,037	03/11/1969
Brew Thru	802,828	01/25/1966
Fischer's	264,053	11/19/1929
Fischer's	783,748	01/19/1965
Fischer's	933,339	05/02/1972
Kitty Please	1,032,464	02/03/1976
Pink Lilac	868,838	04/29/1969
White Arrow	669,721	11/11/1958
White Arrow	797,964	10/26/1965

Pending Trademark Applications - None

Trademark Applications in Preparation - None

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

Arrow Wrap

Astor Prestige

Click

Lilac

Item B. Trademark Licenses - None.



## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 29, 2001 between ASTOR PRODUCTS, 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).

### WITNESSETH:

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.

ASTOR PRODUCTS, 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.

ASTOR PRODUCTS, 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  
12<sup>th</sup> Floor Widener Building  
Philadelphia, PA 19107

Attention: Irene Rosen Marks

Facsimile: (215) 786-2877

16983638

RECORDED: 04/24/2001

TRADEMARK  
REEL: 002284 FRAME: 0225