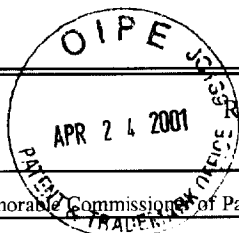


Form PTO-1594

(Rev 6-93)



RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

05-01-2001



\$

101696808

To the Honorable Commissioner of Patents and Trademarks: Please record the attached.

1. Name of conveying party(ies): MONTEREY CANNING CO.

- Individual(s)
- General Partnership
- *Corporations
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

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): Blue Bay 175,331 11/06/1923

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

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: 1

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

* Enclosed (Check No.19179)

Authorized to be charged to deposit account

8. Deposit account number: _____

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

04/30/2001
01 FC:481

DIAZ1 00000168 175331

DO NOT USE THIS SPACE

40.00

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

R E Rude II
Signature

April 24, 2001
Date

Total number of pages comprising cover sheet and document attachments: 6

ATTACHMENT 1
to Trademark Security Agreement of
Monterey Canning Co.

Item A. Trademarks

	<u>Registered Trademarks</u>	
<u>U.S. Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Blue Bay	175,331	11/06/1923

Pending Trademark Applications - None

Trademark Applications in Preparation - None

Item B. Trademark Licenses - None



TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 29, 2001 between MONTEREY CANNING CO., a California 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.

MONTEREY CANNING CO.

By: 
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.

MONTEREY CANNING CO.

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

16983642

RECORDED: 04/24/2001

TRADEMARK
REEL: 002284 FRAME: 0242