

10-25-2001

Tab settings



101886202

attached original documents or copy thereof.

1. Name of conveying party(ies):
 Associated Grocers, Incorporated
 3301 South Norfolk
 Seattle, Washington 98118

10-22-01

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

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

2. Name and address of receiving party(ies):
 Name: GMAC Business Credit, LLC
 Internal Address: _____
 Street Address: 461 Fifth Avenue, 21st Floor
 City: New York State: NY ZIP: 10017

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Limited Liability Company - Delaware

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

3. Nature of conveyances:
 Assignment Merger
 Security Agreement Change of Name
 Other Security Agreement and Trademark Collateral Security Agreement

Execution Date: September 28, 2001

4. Application Number(s) or registration number(s):
 A. Trademark Application.(s)
SEE ATTACHED SCHEDULE A

B. Trademark registration No.(s)
SEE ATTACHED SCHEDULE A

Additional numbers attached? Yes No

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

Name: _____
 Internal Address: Reedfax
Crystal Plaza One
Suite 1207
2001 Jefferson Davis Hwy.
Arlington, Virginia 22202
 Street Address: _____
 City: _____ State: _____ ZIP: _____

6. Total number of applications and registrations involved: 18

7. Total fee (37 CFR 3.41): \$ 465.00

Enclosed
 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

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

Delores Taylor *Delores Taylor* October 18, 2001
 Name of Person Signing Signature Date

Total number of pages including coversheet, attachments and document: 4

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

10/25/2001 6TOM11 00000050 75828138

01 FC:481 40.00 OP
02 FC:482 425.00 OP



SCHEDULE A

Schedule A to a Trademark Assignment of Security dated September 28, 2001, by and between Associated Grocers, Incorporated and GMAC Business Credit, LLC, as Agent.

I. U.S. FEDERAL REGISTRATIONS

<u>REGISTRATION NO. OR APPLICATION NO.</u>	<u>REGISTRATON OR FILING DATE</u>	<u>MARK</u>
75828138	10-22-99	PET KINGDOM ALL THE NUTRITION ALL THE VALUE ALL RIGHT HERE! & Design
75669221	3-29-99	THRIFTWAY
75619572	1-12-99	JAVAWORKS
75340003	8-12-97	A TRADITION OF EXCELLENCE
75298876	8-14-01	NATURAL DIRECTIONS
2367184	7-11-00	GRAND REWARDS
2262063	7-20-99	AG THE FOOD PEOPLE & Design
2202749	11-10-98	POLAR BEAR CLUB & Design
2272887	8-24-99	DOCTOR DINNER'S
2233266	3-23-99	THRIFTY FOODS
2250110	6-1-99	GROWER'S PRIDE U.S. NO. 1 POTATOES & Design
2138478	2-24-98	OVENWORKS BAKED FRESH BY THE BEST
2154671	5-5-98	DESIGN OF CHEF WITH OVEN MITT
2220796	1-26-99	STS SUPERMARKET TRANSACTION SERVICES & Design
2206081	11-24-98	NEIGHBORHOOD MARKET FAST-FRESH FRIENDLY & Design
1952158	1-30-96	PAY NET
1768232	4-27-93	PACIFIC GROCERS EMPLOYEE BENEFITS TRUST
1617161	10-9-90	SAVINGS PLUS CLUB



TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, ASSOCIATED GROCERS, INCORPORATED, a corporation formed under the laws of Washington, located at 3301 South Norfolk, Seattle, Washington 98118 (“Borrower”), has adopted, used and is using the marks shown in the attached Schedule A (the “Marks”), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to GMAC BUSINESS CREDIT, LLC (“GMACBC”) and various other financial institutions (collectively, “Lenders”) and GMACBC as agent for Lenders (“Agent”) pursuant to (i) a certain Loan and Security Agreement, dated the date hereof, among Agent, Lenders, Borrower and certain subsidiaries of Borrower and (ii) a certain Trademark Collateral Security Agreement, dated the date hereof, made by Borrower in favor of Agent (as each may be amended, modified, restated or supplemented from time to time, collectively, the “Agreements”); and

WHEREAS, pursuant to the Agreements, Borrower is granting to Agent for its benefit and for the ratable benefit of Lenders a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby assign unto Agent for its benefit and for the ratable benefit of Lenders and grant to Agent for its benefit and for the ratable benefit of Lenders a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

Borrower expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: Seattle, Washington
September 28, 2001

Witness:.

ASSOCIATED GROCERS, INCORPORATED

By Elske

By: Robert E. Hoyt
Name: Robert E. Hoyt
Its: President

Witness:

GMAC BUSINESS CREDIT, LLC, as Agent

By: _____
Name: Gregg Wise
Its: Vice President



TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, ASSOCIATED GROCERS, INCORPORATED, a corporation formed under the laws of Washington, located at 3301 South Norfolk, Seattle, Washington 98118 ("Borrower"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to GMAC BUSINESS CREDIT, LLC ("GMACBC") and various other financial institutions (collectively, "Lenders") and GMACBC as agent for Lenders ("Agent") pursuant to (i) a certain Loan and Security Agreement, dated the date hereof, among Agent, Lenders, Borrower and certain subsidiaries of Borrower and (ii) a certain Trademark Collateral Security Agreement, dated the date hereof, made by Borrower in favor of Agent (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Borrower is granting to Agent for its benefit and for the ratable benefit of Lenders a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby assign unto Agent for its benefit and for the ratable benefit of Lenders and grant to Agent for its benefit and for the ratable benefit of Lenders a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

Borrower expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: Seattle, Washington
September 28, 2001

Witness: _____

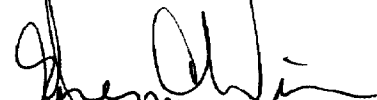
ASSOCIATED GROCERS, INCORPORATED

By: _____
Name: Robert E. Hoyt
Its: President

Witness: _____

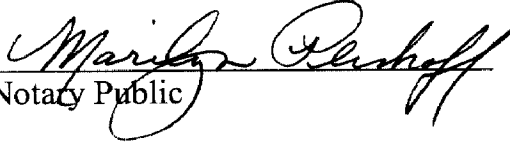
GMAC BUSINESS CREDIT, LLC, as Agent



By: 
Name: Gregg Wise
Its: Director

STATE OF WASHINGTON)
) ss.:
COUNTY OF KING)

On this ²⁷~~28~~ day of September, 2001, before me personally came Robert E. Hoyt, to me known, who, being by me duly sworn, did depose and say that he is the President of Associated Grocers, Incorporated, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.


Notary Public

