

4/12/02

04-30-2002



Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

102072456

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

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):
Houchens Industries, Inc.

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

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

2. Name and address of receiving party(ies)
Name: **Firstar Bank, N.A.**

Internal Address: **500 East Main Street**

Street Address: **ML KY-BR-0153**

City: **Bowling Green** State: **Kentucky** Zip: **42102-9001**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other **Administrative Agent**

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 conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: _____

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

A. Trademark Application No.(s)
See Schedule A attached

B. Trademark Registration No.(s)
See Schedule A attached

Additional number(s) attached Yes No

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

Internal Address: **Sidley Austin Brown & Wood**

Street Address: **Bank One Plaza**
10 S. Dearborn Street

City: **Chicago** State: **IL** Zip: **60603**

6. Total number of applications and registrations involved: **8**

7. Total fee (37 CFR 3.41)..... \$ **215.00**

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
19-2165

(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.

Debra A. Kozlowski
Name of Person Signing

Debra A. Kozlowski
Signature

April 12, 2002
Date

Total number of pages including cover sheet, attachments, and document: **11**

04/30/2002 LINDLER 00000046 1027893

01 FC:401 40.00 GP
 02 FC:402 175.00 GP

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

TRADEMARK
 REEL: 002494 FRAME: 0674

**SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT**

Dated as of September 28, 2001

Registered Trademarks and Service Marks

<u>Trademark and Service Marks</u>	<u>Registration Date</u>	<u>Registration No.</u>	<u>I.C. No.</u>
HOUCHENS	March 22, 1994	1,827,893	42
CROSS ROADS COUNTRY FRESH QUALITY PORK	October 22, 1996	2,009,509	29
HOUCHENS OUR SPECIAL	April 18, 1995	1,890,005	29, 30
HOUCHENS	June 27, 1995	1,901,824	29, 30
COON CREEK COUNTRY HAM	April 11, 1995	1,888,670	29
HOUCHENS FAMILY TRADITIONS	May 9, 1995	1,893,238	29, 32

Pending Trademark and Service Mark Applications

<u>Trademarks and Service Marks</u>	<u>Filing Date</u>	<u>Serial No.</u>	<u>I.C.No.</u>
VAL-U-SPOT and [DESIGN]	August 16, 2001	76/301,425	42
VAL-U-SPOT	August 16, 2001	76/301,446	42

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is made as of September 28, 2001, by and between Houchens Industries, Inc., a Kentucky corporation ("Grantor"), and Firststar Bank, N.A., as contractual representative (the "Administrative Agent") for its benefit and the benefit of the "Holders of Secured Obligations" (as such term is defined in the "Credit Agreement" defined below).

WITNESSETH:

WHEREAS, concurrently herewith the Grantor has entered into that certain Credit Agreement, dated as of September 28, 2001, by and among the Grantor, the financial institutions from time to time parties thereto as lenders (the "Lenders"), Harris Trust and Savings Bank, as Syndication Agent, LaSalle Bank National Association, as Documentation Agent, and the Administrative Agent (as amended, restated, supplemented or otherwise modified, the "Credit Agreement"), pursuant to which the Lenders may, from time to time, extend credit to the Borrower;

WHEREAS, Grantor and the Administrative Agent are parties to that certain Security Agreement dated as of September 28, 2001 (as the same may hereafter be modified, amended, restated or supplemented from time to time, the "Security Agreement"), pursuant to which Grantor has granted a security interest in certain of its assets to the Administrative Agent, for the benefit of itself and the Holders of Secured Obligations; and

WHEREAS, the Administrative Agent and the Lenders have required Grantor to execute and deliver this Agreement (i) in order to secure the prompt and complete payment, observance and performance of all of the "Secured Obligations" (as defined in the Credit Agreement) and (ii) as a condition precedent to any extension of credit to the Borrower under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

Section 1. Defined Terms.

(A) Unless otherwise defined herein, each capitalized term used herein that is defined in the Credit Agreement shall have the meaning specified for such term in the Credit Agreement. Unless otherwise defined herein or in the Credit Agreement, each capitalized term used herein that is defined in the Security Agreement shall have the meaning specified for such term in the Security Agreement.

(B) The words “hereof,” “herein” and “hereunder” and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(C) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

Section 2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

Section 3. Incorporation of the Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

Section 4. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Secured Obligations, Grantor hereby grants to the Administrative Agent, for the benefit of the Holders of Secured Obligations, a security interest in, as and by way of a mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of Grantor’s now owned or existing and hereafter acquired or arising:

(i) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, (d) the goodwill of Grantor’s business symbolized by the foregoing and connected therewith, and (e) all of Grantor’s rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (a)-(e) in this paragraph 4(i), are sometimes hereinafter individually and/or collectively referred to as the “Trademarks”); and

(ii) rights under or interest in any trademark license agreements or service mark license agreements with any other party, whether Grantor is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on Schedule B attached hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by Grantor and now

or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses").

Section 5. Restrictions on Future Agreements. Grantor will not, without the Administrative Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and Grantor further agrees that it will not take any action, and will use its commercially reasonable best efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any respect affect the validity or enforcement of the rights transferred to the Administrative Agent under this Agreement or the rights associated with the Trademarks or Licenses.

Section 6. New Trademarks and Licenses. Grantor represents and warrants that, from and after the Closing Date, (a) the Trademarks listed on Schedule A include all of the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications now owned or held by Grantor, (b) the Licenses listed on Schedule B include all of the trademark license agreements and service mark license agreements under which Grantor is the licensee or licensor and (c) no liens, claims or security interests in such Trademarks and Licenses have been granted by Grantor to any Person other than the Administrative Agent. If, prior to the termination of this Agreement, Grantor shall (i) obtain rights to any new trademarks, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) become entitled to the benefit of any trademarks, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor, or (iii) enter into any new trademark license agreement or service mark license agreement, the provisions of paragraph 4 above shall automatically apply thereto. Grantor shall give to the Administrative Agent written notice of events described in clauses (i), (ii) and (iii) of the preceding sentence promptly after the occurrence thereof, but in any event not later than the end of the quarter in which such events occur. Grantor hereby authorizes the Administrative Agent to modify this Agreement unilaterally (i) by amending Schedule A to include any future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and by amending Schedule B to include any future trademark license agreements and service mark license agreements, which are Trademarks or Licenses under paragraph 4 above or under this paragraph 6, and (ii) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule A or B thereto, as the case may be, such future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, and trademark license agreements and service mark license agreements.

Section 7. Royalties. Grantor hereby agrees that the use by the Administrative Agent of the Trademarks and Licenses as authorized hereunder in connection with the Administrative Agent's exercise of its rights and remedies under paragraph 15 or pursuant to Section 5.1 of the Security Agreement shall be coextensive with Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Administrative Agent to Grantor.

Section 8. Right to Inspect. The Administrative Agent may at all reasonable times, during Grantor's business hours, upon reasonable prior notice (and at any time when an Unmatured Default or Default exists) have access to, examine, audit, make copies (at Grantor's expense) and extracts from and inspect Grantor's premises and examine Grantor's books, records and operations relating to the Trademarks and Licenses; provided, that in conducting such inspections and examinations, the Administrative Agent shall use reasonable efforts not to disturb unnecessarily the conduct of Grantor's ordinary business operations. After the occurrence and during the continuance of a Default, Grantor agrees that the Administrative Agent, or a conservator appointed by the Administrative Agent, shall have the right to establish such reasonable additional product quality controls as the Administrative Agent or such conservator, in its sole and absolute judgment, may deem necessary to assure maintenance of the quality of products sold by Grantor under the Trademarks and the Licenses or in connection with which such Trademarks and Licenses are used. Grantor agrees (i) not to sell or assign its respective interests in, or grant any license under, the Trademarks or the Licenses without the prior and express written consent of the Administrative Agent, (ii) to maintain the quality of such products as of the date hereof, and (iii) not to reduce the quality of such products in any material respect without the Administrative Agent's prior and express written consent.

Section 9. Nature and Continuation of the Administrative Agent's Security Interest; Termination of the Administrative Agent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall terminate only when the Secured Obligations have been paid in full in cash and the Credit Agreement and the Security Agreement have been terminated. When this Agreement has terminated, the Administrative Agent shall promptly execute and deliver to Grantor, at Grantor's expense, all termination statements and other instruments as may be necessary or proper to terminate the Administrative Agent's security interest in the Trademarks and the Licenses, subject to any disposition thereof which may have been made by the Administrative Agent pursuant to this Agreement or the Security Agreement.

Section 10. Duties of Grantor. Grantor shall have the duty, to the extent desirable in the normal conduct of Grantor's business, to: (i) prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, and (ii) make application for trademarks or service marks. Grantor further agrees (i) not to abandon any Trademark or License without the prior written consent of the Administrative Agent, and (ii) to use its commercially reasonable best efforts to maintain in full force and effect the Trademarks and the Licenses that are or shall be necessary or economically desirable in the operation of Grantor's business. Any expenses incurred in connection with the foregoing shall be borne by Grantor. Neither the Administrative Agent nor any of the Holders of Secured Obligations shall have any duty with respect to the Trademarks and Licenses. Without limiting the generality of the foregoing, neither the Administrative Agent nor any of the Holders of Secured Obligations shall be under any obligation to take any steps necessary to preserve rights in the Trademarks or Licenses against any other parties, but the Administrative Agent may do so at its option from and after the occurrence and during the continuance of a Default, and all expenses incurred in connection therewith shall be for the sole account of Grantor and shall be added to the Secured Obligations secured hereby.

Section 11. The Administrative Agent's Right to Sue. After the occurrence and during the continuance of an Event of Default, the Administrative Agent shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and the Licenses and, if the Administrative Agent shall commence any such suit, Grantor shall, at the request of the Administrative Agent, do any and all lawful acts and execute any and all proper documents reasonably required by the Administrative Agent in aid of such enforcement. Grantor shall, upon demand, promptly reimburse the Administrative Agent for all costs and expenses incurred by the Administrative Agent in the exercise of its rights under this Section 11 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for the Administrative Agent).

Section 12. Waivers. The Administrative Agent's failure, at any time or times hereafter, to require strict performance by Grantor of any provision of this Agreement shall not waive, affect or diminish any right of the Administrative Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between Grantor and the Administrative Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of Grantor contained in this Agreement shall be deemed to have been suspended or waived by the Administrative Agent unless such suspension or waiver is in writing signed by an officer of the Administrative Agent and directed to Grantor specifying such suspension or waiver.

Section 13. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

Section 14. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 6 hereof or by a writing signed by the parties hereto.

Section 15. Cumulative Remedies; Power of Attorney. Grantor hereby irrevocably designates, constitutes and appoints the Administrative Agent (and all Persons designated by the Administrative Agent in its sole and absolute discretion) as Grantor's true and lawful attorney-in-fact, and authorizes the Administrative Agent and any of the Administrative Agent's designees, in Grantor's or the Administrative Agent's name, to take any action and execute any instrument which the Administrative Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, after the occurrence and during the continuance of a Default and the giving by the Administrative Agent of notice to Grantor of the Administrative Agent's intention to enforce its rights and claims against Grantor, to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Administrative Agent in the use of the Trademarks or the Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on

commercially reasonable terms, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Licenses, to anyone on commercially reasonable terms, and (iv) take any other actions with respect to the Trademarks or the Licenses as the Administrative Agent deems in its own or the Holders of Secured Obligations' best interest. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Secured Obligations shall have been paid in full in cash and the Credit Agreement shall have been terminated. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Administrative Agent and the Holders of Secured Obligations under the Security Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

The Administrative Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or the Licenses may be located or deemed located. Upon the occurrence of a Default and the election by the Administrative Agent to exercise any of its remedies under Section 9-504 or Section 9-505 of the Uniform Commercial Code with respect to the Trademarks and Licenses, Grantor agrees to assign, convey and otherwise transfer title in and to the Trademarks and the Licenses to the Administrative Agent or any transferee of the Administrative Agent and to execute and deliver to the Administrative Agent or any such transferee all such agreements, documents and instruments as may be necessary, in the Administrative Agent's sole discretion, to effect such assignment, conveyance and transfer. All of the Administrative Agent's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by the Security Agreement, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence of a Default, the Administrative Agent may exercise any of the rights and remedies provided in this Agreement, the Security Agreement and any of the other Loan Documents. Grantor agrees that any notification of intended disposition of any of the Trademarks and Licenses required by law shall be deemed reasonably and properly given if given at least ten (10) days before such disposition; provided, however, that the Administrative Agent may give any shorter notice that is commercially reasonable under the circumstances.

Section 16. Successors and Assigns. This Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of each of the Holders of Secured Obligations and their nominees, successors and assigns. Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Grantor; provided, however, that Grantor shall not voluntarily assign or transfer its rights or obligations hereunder without the Administrative Agent's prior written consent.

Section 17. GOVERNING LAW. THE SUBSTANTIVE LAWS OF THE STATE OF ILLINOIS SHALL GOVERN THE VALIDITY, CONSTRUCTION, ENFORCEMENT AND INTERPRETATION OF THIS AGREEMENT AND ALL OTHER DOCUMENTS EXECUTED IN CONNECTION HERewith. ANY DISPUTE BETWEEN THE GRANTOR AND THE ADMINISTRATIVE AGENT, ANY LENDER, OR ANY HOLDER OF SECURED

OBLIGATIONS ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH, THIS AGREEMENT, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED IN ACCORDANCE WITH THE INTERNAL LAWS (INCLUDING, WITHOUT LIMITATION SECTION 735 ILCS 105/5-1 ET SEQ., BUT OTHERWISE WITHOUT REGARD TO THE CONFLICTS OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS. THE PARTIES TO THIS AGREEMENT HAVE VOLUNTARILY ELECTED THAT THIS AGREEMENT BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS.

Section 18. CONSENT TO JURISDICTION; SERVICE OF PROCESS; JURY TRIAL.

(A) JURISDICTION. THE GRANTOR HEREBY IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ANY UNITED STATES FEDERAL OR STATE COURT SITING IN CHICAGO, ILLINOIS IN ANY ACTION OR PROCEEDING ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THE PARTIES TO THIS AGREEMENT IN CONNECTION WITH THIS AGREEMENT, AND THE GRANTOR HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT AND IRREVOCABLY WAIVES ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT OR THAT SUCH COURT IS AN INCONVENIENT FORUM. NOTHING HEREIN SHALL LIMIT THE RIGHT OF THE ADMINISTRATIVE AGENT, ANY LENDER, OR ANY HOLDER OF SECURED OBLIGATIONS TO BRING PROCEEDINGS AGAINST THE GRANTOR IN THE COURTS OF ANY OTHER JURISDICTION. ANY JUDICIAL PROCEEDING BY THE GRANTOR AGAINST THE ADMINISTRATIVE AGENT, ANY LENDER, OR ANY HOLDER OF SECURED OBLIGATIONS INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT SHALL BE BROUGHT ONLY IN A COURT IN CHICAGO, ILLINOIS.

(B) SERVICE OF PROCESS. THE GRANTOR WAIVES PERSONAL SERVICES OF ANY AND ALL PROCESS UPON IT, AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS BE MADE BY REGISTERED MAIL DIRECTED TO THE GRANTOR AT THE ADDRESSES STATED BELOW AND SERVICE SO MADE SHALL BE DEEMED TO BE COMPLETED THREE (3) DAYS AFTER THE SAME SHALL HAVE BEEN POSTED AS AFORESAID. NOTHING HEREIN SHALL IN ANY WAY BE DEEMED TO LIMIT THE ABILITY THE ADMINISTRATIVE AGENT OR ANY SENIOR LENDER TO SERVE ANY SUCH WRITS, PROCESS OR SUMMONSES IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(C) VENUE. THE GRANTOR IRREVOCABLY WAIVES ANY OBJECTION (INCLUDING, WITHOUT LIMITATION, ANY OBJECTION OF THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS) WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING

WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith IN ANY JURISDICTION SET FORTH ABOVE.

(D) WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith. EACH OF THE PARTIES HERETO AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(E) ADVICE OF COUNSEL. EACH OF THE PARTIES REPRESENTS TO EACH OTHER PARTY HERETO THAT IT HAS DISCUSSED THIS AGREEMENT AND, SPECIFICALLY, THE PROVISIONS OF THIS SECTION 18 WITH ITS COUNSEL.

Section 19. Notices. All notices or other communications hereunder shall be given in the manner and to the address of the Borrower, in the case of the Grantor, and to the address of the Administrative Agent, in each case, as set forth in the Credit Agreement.

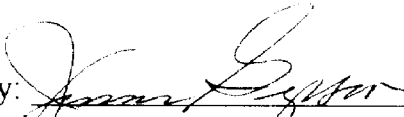
Section 20. Section Titles. The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

Section 21. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 22. Merger. This Agreement represents the final agreement of the Grantor and the Administrative Agent with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between the Grantor and the Administrative Agent.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

HOUCHENS INDUSTRIES, INC.

By: 
Name: Jimmie Gussner
Title: President

ATTEST:

By: _____
Title:

Accepted and agreed to as of the day and year first above written.

FIRSTAR BANK, N.A., as Administrative Agent

By: _____
Name:
Title:

Signature Page
to
Trademark Security Agreement

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

HOUCHENS INDUSTRIES, INC.

By: _____
Name:
Title:

ATTEST:

By: _____
Title:

Accepted and agreed to as of the day and year first above written.

FIRSTAR BANK, N.A., as Administrative Agent

By: Eric A. Walker
Name: Eric A. WALKER
Title: V. President

Signature Page
to
Trademark Security Agreement

TRADEMARK
REEL: 002494 FRAME: 0685

**SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT**

Dated as of September 28, 2001

Registered Trademarks and Service Marks

<u>Trademark and Service Marks</u>	<u>Registration Date</u>	<u>Registration No.</u>	<u>I.C. No.</u>
HOUCHENS	March 22, 1994	1,827,893	42
CROSS ROADS COUNTRY FRESH QUALITY PORK	October 22, 1996	2,009,509	29
HOUCHENS OUR SPECIAL	April 18, 1995	1,890,005	29, 30
HOUCHENS	June 27, 1995	1,901,824	29, 30
COON CREEK COUNTRY HAM	April 11, 1995	1,888,670	29
HOUCHENS FAMILY TRADITIONS	May 9, 1995	1,893,238	29, 32

Pending Trademark and Service Mark Applications

<u>Trademarks and Service Marks</u>	<u>Filing Date</u>	<u>Serial No.</u>	<u>I.C.No.</u>
VAL-U-SPOT and [DESIGN]	August 16, 2001	76/301,425	42
VAL-U-SPOT	August 16, 2001	76/301,446	42

**SCHEDULE B
TO
TRADEMARK SECURITY AGREEMENT**

License Agreements

"Houchens Industries, Inc.	"d/b/a Save A Lot #70	"2005B Memorial Rd.	"Springfield, TN 37172
"Houchens Industries, Inc.	"d/b/a Save A Lot #71	"Old Highway 60E	"Hardinsburg, KY 40143
"Houchens Industries, Inc.	"d/b/a Save A Lot #72	"262 W. Mill Creek Rd	"Radcliff, KY 40160
"Houchens Industries, Inc.	"d/b/a Save A Lot #73	"300 Lakeway Shopping Center	"Campbellsville, KY 42718
"Houchens Industries, Inc.	"d/b/a Save A Lot #74	"Main Street	"Elkton, KY 42220
"Houchens Industries, Inc.	"d/b/a Save A Lot #75	"8521 Terry Rd.	"Louisville, KY 40258
"Houchens Industries, Inc.	"d/b/a Save A Lot #76	"Box 1685 Hwy 25	"London, KY 40473
"Houchens Industries, Inc.	"d/b/a Save A Lot #77	"Hwy. 25 E. Box 449	"Barbourville, KY 40906
"Houchens Industries, Inc.	"d/b/a Save A Lot #78	"1645 S. Hwy 25 W.	"Williamsburg, KY 40769
"Houchens Industries, Inc.	"d/b/a Save A Lot #79	"Hwy 25 W.	"Corbin, KY 40701
"Houchens Industries, Inc.	"d/b/a Save A Lot #80	"Box 799A	"Manchester, KY 40962
"Houchens Industries, Inc.	"d/b/a Save A Lot #81	"2107 Jacksboro Pike	"Lafollette, TN 37766
"Houchens Industries, Inc.	"d/b/a Save A Lot #82	"Rt. 3 Box 99-5	"Garrard, KY 40941
"Houchens Industries, Inc.	"d/b/a Save A Lot #83	"512 Clinch Ave. #5	"Clinton, TN 37716
"Houchens Industries, Inc.	"d/b/a Save A Lot #84	"3004 W. Andrew Jackson	"Morristown, TN 37814
"Houchens Industries, Inc.	"d/b/a Save A Lot #85	"1225 S. Roane Street	"Harriman, TN 37748
"Houchens Industries, Inc.	"d/b/a Save A Lot #86	"Highway 44 & I-65	"Shepherdsville, KY 40165
"Houchens Industries, Inc.	"d/b/a Save A Lot #87	"8704 National Turnpike	"Fairdale, KY 40118
"Houchens Industries, Inc.	"d/b/a Save A Lot #88	"135 West Elk Ave.	"Elizabethton, TN 37643
"Houchens Industries, Inc.	"d/b/a Save A Lot #89	"454 East Plaza S.C.	"Newport, TN 37821
"Houchens Industries, Inc.	"d/b/a Save A Lot #102	"U.S. Route 60	"Cedar Grove, WV 25039
"Houchens Industries, Inc.	"d/b/a Save A Lot #103	"Hwy 60 & 39 Box 387	"Gauley Bridge, WV 25085
"Houchens Industries, Inc.	"d/b/a Save A Lot #104	"Burnette & Front St.	"Grafton, WV 26354

"Houchens Industries, Inc.	"d/b/a Save A Lot #105	"900 Wenonah Ave.	"Pearisburg, VA 24201
"Houchens Industries, Inc.	"d/b/a Save A Lot #106	"Box 35 Superior	"Welch, WV 24801
"Houchens Industries, Inc.	"d/b/a Save A Lot #107	"206 Main Street	"Hinton, WV 25951
"Houchens Industries, Inc.	"d/b/a Save A Lot #108	"Pulaski Mall	"Pulaski, VA 24301
"Houchens Industries, Inc.	"d/b/a Save A Lot #109	"1055 Stafford Drive	"Princeton, WV 24740
"Houchens Industries, Inc.	"d/b/a Save A Lot #110	"150 Value City Center	"Beckley, WV 25801
"Houchens Industries, Inc.	"d/b/a Save A Lot #111	"920 14th St. West	"Huntington, WV 25701
"Houchens Industries, Inc.	"d/b/a Save A Lot #112	"Airport Square	"Bluefield, WV 24701
"Houchens Industries, Inc.	"d/b/a Save A Lot #113	"111 Eastern Heights	"Huntington, WV 25705
"Houchens Industries, Inc.	"d/b/a Save A Lot #114	"3rd Ave. CHPK PLZ	"Cheasapeake, OH 38583
"Houchens Industries, Inc.	"d/b/a Save A Lot #115	"2507 Gallia Street	"Portsmouth, OH 45662
"Houchens Industries, Inc.	"d/b/a Save A Lot #116	"Rt. 10 North	"Pineville, WV 24874
"Houchens Industries, Inc.	"d/b/a Save A Lot #118	"201 Second Ave.	"Richlands, VA 24641
"Houchens Industries, Inc.	"d/b/a Save A Lot #119	"Tazewell Mall	"Tazewell, VA 24651
"Houchens Industries, Inc.	"d/b/a Save A Lot #120	"5850 U.S. Hwy 60	"Ashland, KY 41105
"Houchens Industries, Inc.	"d/b/a Save A Lot #121	"2310 Dawson Springs Rd.	"Hopkinsville, KY 42240
"Houchens Industries, Inc.	"d/b/a Save A Lot #122	"3417 Breckinridge Lane	"Louisville, KY 40220
"Houchens Industries, Inc.	"d/b/a Save A Lot #123	"2875 W. Parrish	"Owensboro, KY 42301
"Houchens Industries, Inc.	"d/b/a Save A Lot #124	"607 Columbia Hwy	"Greensburg, KY 42743
"Houchens Industries, Inc.	"d/b/a Save A Lot #125	"350 Hwy 62 West	"Princeton, KY 42445
"Houchens Industries, Inc.	"d/b/a Save A Lot #126	"425 E. Center Street	"Madisonville, KY 42431
"Houchens Industries, Inc.	"d/b/a Save A Lot #127	"Hwy 259	"Brownsville, KY 42210
"Houchens Industries, Inc.	"d/b/a Save A Lot #128	"4000 Maryville Drive	"Louisville, KY 40299
"Houchens Industries, Inc.	"d/b/a Save A Lot #129	"9521 Taylorsville Road	"Jeffersonton, KY 40299
"Houchens Industries, Inc.	"d/b/a Save A Lot #130	"750 S. Tennessee	"Murfreesboro, TN 37130
"Houchens Industries, Inc.	"d/b/a Save A Lot #131	"5314 Bardstown Road	"Louisville, KY 40291
"Houchens Industries, Inc.	"d/b/a Save A Lot #132	"Midtown Plaza	"Beaver Dam, KY 42320
"Houchens Industries, Inc.	"d/b/a Save A Lot #133	"74 South St.	"Munfordville, KY 42765
"Houchens Industries, Inc.	"d/b/a Save A Lot #134	"612 English Street	"Leitchfield, KY 42754
"Houchens Industries, Inc.	"d/b/a Save A Lot #135	"515 S. Main	"Leitchfield, KY 42755

TRADEMARK

REEL: 002494 FRAME: 0688

"Houchens Industries, Inc.	"d/b/a Save A Lot #136	"Highway 231	"Morgantown, KY 42261
"Houchens Industries, Inc.	"d/b/a Save A Lot #137	"415 Burksville Road	"Albany, KY 42602
"Houchens Industries, Inc.	"d/b/a Save A Lot #138	"1500 N. Main Street	"Monticello, KY 42633
"Houchens Industries, Inc.	"d/b/a Save A Lot #139	"1407 Gallatin Road	"Scottsville, KY 42164
"Houchens Industries, Inc.	"d/b/a Save A Lot #140	"207 White Oak Road	"Jamestown, TN 38556
"Houchens Industries, Inc.	"d/b/a Save A Lot #141	"1017 Youngstown Plaza	"Jeffersonville, IN 47130
"Houchens Industries, Inc.	"d/b/a Save A Lot #142	"160 Lebanon Trade Center	"Lebanon, KY 40033
"Houchens Industries, Inc.	"d/b/a Save A Lot #143	"910 W. Main Street	"Mt. Vernon, KY 40456
"Houchens Industries, Inc.	"d/b/a Save A Lot #144	"P.O. Box 446	"Brandenburg, KY 40108
"Houchens Industries, Inc.	"d/b/a Save A Lot #145	"2327 Decherd Blvd.	"Decherd, TN 37324
"Houchens Industries, Inc.	"d/b/a Save A Lot #146	"13205 Hwy 28	"Whitwell, TN 37397
"Houchens Industries, Inc.	"d/b/a Save A Lot #147	"1701 Northtown Plz.	"Oneida, TN 37841
"Houchens Industries, Inc.	"d/b/a Save A Lot #148	"1814 Triplett Street	"Owensboro, KY 42301
"Houchens Industries, Inc.	"d/b/a Save A Lot #149	"5404 Charlotte Ave.	"Nashville, TN 34209
"Houchens Industries, Inc.	"d/b/a Save A Lot #150	"400 S. Green Street	"Glasgow, KY 42141
"Houchens Industries, Inc.	"d/b/a Save A Lot #151	"105 E. Guardian Ave.	"Columbia, KY 42728
"Houchens Industries, Inc.	"d/b/a Save A Lot #152	"112 E. James Campbell	"Columbia, TN 38401
"Houchens Industries, Inc.	"d/b/a Save A Lot #153	"111 Montgomery Street	"Providence, KY 42450
"Houchens Industries, Inc.	"d/b/a Save A Lot #154	"924 Providence Rd.	"Clarksville, TN 37042
"Houchens Industries, Inc.	"d/b/a Save A Lot #155	"1509 N. Washington Ave.	"Cookeville, TN 38501
"Houchens Industries, Inc.	"d/b/a Save A Lot #156	"116 S. Willow Ave.	"Cookeville, TN 38501
"Houchens Industries, Inc.	"d/b/a Save A Lot #157	"15261 Lebanon Road	"Old Hickory, TN 37138
"Houchens Industries, Inc.	"d/b/a Save A Lot #158	"325 N. Cumberland	"Lebanon, TN 37087
"Houchens Industries, Inc.	"d/b/a Save A Lot #159	"351 E. Main Street	"Gallatin, TN 37066
"Houchens Industries, Inc.	"d/b/a Save A Lot #160	"410 Hwy 13 N.	"Haleyville, AL 35565
"Houchens Industries, Inc.	"d/b/a Save A Lot #161	"1708 Darby Drive	"Florence, AL 35536
"Houchens Industries, Inc.	"d/b/a Save A Lot #162	"Hwy 72 N.Rt. Box 111B	"Bridgeport, AL 35740
"Houchens Industries, Inc.	"d/b/a Save A Lot #163	"301B N. 12th Street	"Gadsden, AL 35901
"Houchens Industries, Inc.	"d/b/a Save A Lot #164	"3509 S. Broad Hwy 79	"Scottsboro, AL 35768
"Houchens Industries, Inc.	"d/b/a Save A Lot #165	"5850 Hwy 431 Suite 3	"Albertville, AL 35950

TRADEMARK

REEL: 002494 FRAME: 0689

"Houchens Industries, Inc.	"d/b/a Save-A-Lot #167	"1520 6th Ave. SE	"Decatur, AL 35601
"Houchens Industries, Inc.	"d/b/a Save-A-Lot #168	"2000 Gault Ave. North	"Ft. Payne, AL 35967
"Houchens Industries, Inc.	"d/b/a Save-A-Lot #169	"3505 #5 Pulaski Pike	"Huntsville, AL 35804
"Houchens Industries, Inc.	"d/b/a Save A Lot #176	"1424 Park Ave. N.W.	"Norton, VA 24273
"Houchens Industries, Inc.	"d/b/a Save A Lot #177	"506 Bon Street	"Lenoir, TN 37771
"Houchens Industries, Inc.	"d/b/a Save A Lot #178	"108 S. Hall Road	"Alcoa, TN 37701
"Houchens Industries, Inc.	"d/b/a Save A Lot #179	"1401 E. Stone Drive	"Kingsport, TN 37660
"Houchens Industries, Inc.	"d/b/a Save A Lot #180	"Hwy 56 Box 578	"Celina, TN 38551
"Houchens Industries, Inc.	"d/b/a Save A Lot #181	"231 Northgate STE 216	"McMinnville, TN 37110
"Houchens Industries, Inc.	"d/b/a Save A Lot #182	"509 S. Congress Blvd.	"Smithville, TN 37166
"Houchens Industries, Inc.	"d/b/a Save A Lot #183	"301 W. College Street	"Fayetteville, TN 37334
"Houchens Industries, Inc.	"d/b/a Save A Lot #184	"Box 477 E. Main	"Livingston, TN 38570
"Houchens Industries, Inc.	"d/b/a Save A Lot #185	"Hwy 56 Box 706	"Gainesboro, TN 38562
"Houchens Industries, Inc.	"d/b/a Save A Lot #186	"1805 N. Roan Street	"Johnson City, TN 37601
"Houchens Industries, Inc.	"d/b/a Save A Lot #187	"254 East Gains	"Lawrenceburg, TN 38464
"Houchens Industries, Inc.	"d/b/a Save A Lot #188	"201 Elmore Street	"Monterey, TN 38574
"Houchens Industries, Inc.	"d/b/a Save A Lot #189	"272 E. Broadway Blvd.	"Jefferson City, TN 37760
"Houchens Industries, Inc.	"d/b/a Save A Lot #190	"1654 South Highland	"Jackson, TN 38301
"Houchens Industries, Inc.	"d/b/a Save A Lot #191	"Mose Drive	"Sparta, TN 38583
"Houchens Industries, Inc.	"d/b/a Save A Lot #192	"903 Hollywood	"Jackson, TN 38301
"Houchens Industries, Inc.	"d/b/a Save A Lot #193	"1037 S. Riverside	"Clarksville, TN 37040
"Houchens Industries, Inc.	"d/b/a Save A Lot #194	"3721 Clarksville Hwy	"Nashville, TN 37218
"Houchens Industries, Inc.	"d/b/a Save A Lot #195	"249 W. Summer Street	"Greeneville, TN 37744
"Houchens Industries, Inc.	"d/b/a Save A Lot #196	"4285 Rhea County Hwy	"Dayton, TN 37321
"Houchens Industries, Inc.	"d/b/a Save A Lot #197	"1101 Bluff City Hwy	"Bristol, TN 37620
"Houchens Industries, Inc.	"d/b/a Save A Lot #198	"3936 Ringold Road	"East Ridge, TN 37412
"Houchens Industries, Inc.	"d/b/a Save A Lot #199	"705 South Hwy 27	"Wartburg, TN 37887
"Houchens Industries, Inc.	"d/b/a Save A Lot #202	"244 First St. SW	"Alabaster, AL 35007
"Houchens Industries, Inc.	"d/b/a Save A Lot #203	"3108 McClellan Blvd.	"Anniston, AL 36201
"Houchens Industries, Inc.	"d/b/a Save A Lot #204	"1292 Forestdale Blvd.	"Forestdale, AL 35214

TRADEMARK

REEL: 002494 FRAME: 0690

"Houchens Industries, Inc.	"d/b/a Save A Lot #205	"802 Pelham Rd. South	"Jacksonville, AL 36265
"Houchens Industries, Inc.	"d/b/a Save A Lot #206	"680 Hwy 78 West	"Jasper, AL 35501
"Houchens Industries, Inc.	"d/b/a Save A Lot #207	"3067 McFarland Blvd.	"Northport, AL 35476
"Houchens Industries, Inc.	"d/b/a Save A Lot #208	"929 Second Ave. East	"Oneonta, AL 35121
"Houchens Industries, Inc.	"d/b/a Save A Lot #209	"967 26th Ave. East	"Tuscaloosa, AL 35404
"Houchens Industries, Inc.	"d/b/a Save A Lot #210	"162 Bessemer Super Hwy	"Midfield, AL 35228
"Houchens Industries, Inc.	"d/b/a Save A Lot #211	"214 W. Lawrence Street	"Russellville, AL 35653
"Houchens Industries, Inc.	"d/b/a Save A Lot #220	"1123 12th Ave. South	"Nashville, TN 37203
"Houchens Industries, Inc.	"d/b/a Save A Lot #230	"348 College Street	"Bowling Green, KY 42101
"Houchens Industries, Inc.	"d/b/a Save A Lot #231	"2706 Russellville Road	"Bowling Green, KY 42101
"Houchens Industries, Inc.	"d/b/a Save A Lot #232	"Hwy 100	"Russellville, KY 42276
"Houchens Industries, Inc.	"d/b/a Save A Lot #233	"1120 Nashville Road	"Franklin, KY 42134
"Houchens Industries, Inc.	"d/b/a Save A Lot #234	"9524 Old Happy Valley	"Cave City, KY 42127
"Houchens Industries, Inc.	"d/b/a Save A Lot #235	"1512 W. Everly Bros. Blvd.	"Central City, KY 42330
"Houchens Industries, Inc.	"d/b/a Save A Lot #236	"1848 North Main Street	"Beaver Dam, KY 42320
"Houchens Industries, Inc.	"d/b/a Save A Lot #240	"930 Tucker Drive	"Maysville, KY 41056
"Houchens Industries, Inc.	"d/b/a Save A Lot #241	"Rt. 519 & Lee Clay Ave.	"Morehead, KY 40351
"Houchens Industries, Inc.	"d/b/a Save A Lot #242	"584 State Route 1947	"Grayson, KY 41143
"Houchens Industries, Inc.	"d/b/a Save A Lot #243	"Rt. 7 Box 20110	"Louisa, KY 41230
"Houchens Industries, Inc.	"d/b/a Save A Lot #244	"2017 E. Main Street	"Oak Hill, WV 25901
"Houchens Industries, Inc.	"d/b/a Save A Lot #245	"State Hwy 85	"Danville, WV 25053
"Houchens Industries, Inc.	"d/b/a Save A Lot #246	"State Rt. 4	"Clendenin, WV 25045
"Houchens Industries, Inc.	"d/b/a Save A Lot #247	"840 Broad Street	"Summersville, WV 26651
"Houchens Industries, Inc.	"d/b/a Save A Lot #248	"East Main Street	"Spencer, WV 25276
"Houchens Industries, Inc.	"d/b/a Save A Lot #249	"52 Arnold Ave.	"Weston, WV 26452
"Houchens Industries, Inc.	"d/b/a Save A Lot #301	"225 Harrison Ave.	"Endicott, NY 13760
"Houchens Industries, Inc.	"d/b/a Save A Lot #302	"220 South Geddes Plaza	"Syracuse, NY 13204
"Houchens Industries, Inc.	"d/b/a Save A Lot #304	"5770 S. Transit Road	"Lockport, NY 14094
"Houchens Industries, Inc.	"d/b/a Save A Lot #305	"836 Goodman Ave. #20	"Rochester, NY 14646
"Houchens Industries, Inc.	"d/b/a Save A Lot #307	"1020 Center Street	"Horsehead, NY 14845

TRADEMARK

REEL: 002494 FRAME: 0691

"Houchens Industries, Inc.	"d/b/a Save A Lot #308	"1111 St. Rt. 222	"Cortland, NY 13045
"Houchens Industries, Inc.	"d/b/a Save A Lot #309	"308 William Street	"Elimira, NY 14901
"Houchens Industries, Inc.	"d/b/a Save A Lot #310	"1075 Ridge Rd. East #27	"Rochester, NY 14621
"Houchens Industries, Inc.	"d/b/a Save A Lot #311	"1725 Elmwood Ave.	"Niagra Falls, NY 14301
"Houchens Industries, Inc.	"d/b/a Save A Lot #312	"2160 Genesee Street	"Buffalo, NY 14211
"Houchens Industries, Inc.	"d/b/a Save A Lot #313	"284 Ontario Street	"Buffalo, NY 14207
"Houchens Industries, Inc.	"d/b/a Save A Lot #402	"1468 S. Hwy 52	"Mt. Airy, NC 27030
"Houchens Industries, Inc.	"d/b/a Save A Lot #403	"919 E. Caswell	"Wadesboro, NC 28170
"Houchens Industries, Inc.	"d/b/a Save A Lot #404	"202 Northview Plaza	"N. Wilkesboro, NC 28659
"Houchens Industries, Inc.	"d/b/a Save A Lot #501	"2911 Lafayette Rd.	"Ft. Oglethorpe, GA 30742
"Houchens Industries, Inc.	"d/b/a Save A Lot #502	"189 W. Athens, Suite 1	"Winder, GA 30680
"Houchens Industries, Inc.	"d/b/a Save A Lot #503	"720 Sandtown Road	"Marietta, GA 30060
"Houchens Industries, Inc.	"d/b/a Save A Lot #504	"1863 Memorial Drive	"Atlanta, GA 30317
"Houchens Industries, Inc.	"d/b/a Save A Lot #505	"2604 E. Walnut	"Dalton, GA 30721
"Houchens Industries, Inc.	"d/b/a Save A Lot #506	"511 Alabama Ave.	"Bremen, GA 30110
"Houchens Industries, Inc.	"d/b/a Save A Lot #510	"561 Collins Road	"Toccoa, GA 30577
"Houchens Industries, Inc.	"d/b/a Save A Lot #511	"890 Elberton Street	"Elberton, GA 30635
"Houchens Industries, Inc.	"d/b/a Save A Lot #560	"7912 White Horse Street	"Greenville, SC 29611
"Houchens Industries, Inc.	"d/b/a Save A Lot #561	"1402 D East Rivers St.	"Anderson, SC 29624
"Houchens Industries, Inc.	"d/b/a Save A Lot #613	"129 Whitley Street	"Henderson, TN 38340
"Houchens Industries, Inc.	"d/b/a Save A Lot #616	"1359 W. Market Street	"Bolivar, TN 38008
"Houchens Industries, Inc.	"d/b/a Save A Lot #625	"805 S. 12th Street	"Murray, KY 42071
"Houchens Industries, Inc.	"d/b/a Save A Lot #632	"5820 S. First Street	"Milan, TN 38358
"Houchens Industries, Inc.	"d/b/a Save A Lot #639	"1027 Mineral Wells Avenue	"Paris, TN 38242
"Houchens Industries, Inc.	"d/b/a Save A Lot #642	"529 Hwy 64W	"Waynesboro, TN 38485
"Houchens Industries, Inc.	"d/b/a Save A Lot #644	"401 W. Lincoln Street	"Tullahoma, TN 37388
"Houchens Industries, Inc.	"d/b/a Save A Lot #646	"126 S Cannon Blvd	"Shelbyville, TN 37160
"Houchens Industries, Inc.	"d/b/a Save A Lot #648	"223 Village Sq. Shopping Center	"Pulaski, TN 38478
"Houchens Industries, Inc.	"d/b/a Save A Lot #649	"1013 E. Main Street	"Carmi, IL 62821
"Houchens Industries, Inc.	"d/b/a Save A Lot #651	"539 East Main Street	"Hohenwald, TN 38462

TRADEMARK

REEL: 002494 FRAME: 0692

"Houchens Industries, Inc.	"d/b/a Save A Lot #653	"565 Midway Shopping Center	"Centerville, TN 37033
"Houchens Industries, Inc.	"d/b/a Save A Lot #655	"229 S. Green Street	"Henderson, KY 42420
"Houchens Industries, Inc.	"d/b/a Save A Lot #657	"Hwy 45	"Martin, TN 38237
"Houchens Industries, Inc.	"d/b/a Save A Lot #658	"2409 Central Avenue	"Humboldt, TN 38343
"Houchens Industries, Inc.	"d/b/a Save A Lot #661	"1203 Middle Road	"Fulton, KY 42041
"Houchens Industries, Inc.	"d/b/a Save A Lot #662	"701 Pearl Street	"Metropolis, IL 62960
"Houchens Industries, Inc.	"d/b/a Save A Lot #663	"1428 Broadway	"Paducah, KY 42001
"Houchens Industries, Inc.	"d/b/a Save A Lot #665	"1222 Hillsboro Blvd.	"Manchester, TN 37355
"Houchens Industries, Inc.	"d/b/a Save A Lot #669	"704 E. Fayette	"Somerville, TN 38068
"Houchens Industries, Inc.	"d/b/a Save A Lot #671	"2125 S Weinbach Avenue	"Evansville, IN 47714
"Houchens Industries, Inc.	"d/b/a Save A Lot #673	"411 S. Barker Avenue	"Evansville, IN 47712
"Houchens Industries, Inc.	"d/b/a Save A Lot #675	"2148 Stringtown Road	"Evansville, IN 47711
"Houchens Industries, Inc.	"d/b/a Save A Lot #677	"1770 Mooresville Road	"Lewisburg, TN 37091
"Houchens Industries, Inc.	"d/b/a Save A Lot #679	"147 Hwy 641 North	"Camden, TN 38320
"Houchens Industries, Inc.	"d/b/a Save A Lot #680	"20522 E. Main Street	"Huntingdon, TN 38344
"Houchens Industries, Inc.	"d/b/a Save A Lot #694	"1210 SR Hwy 45 North	"Mayfield, KY 42066
"Houchens Industries, Inc.	"d/b/a Save A Lot #706	"706 E. Davis	"Conroe, TX 77301
"Houchens Industries, Inc.	"d/b/a Save A Lot #707	"1420 North Street	"Nacogdoches, TX 75961
"Houchens Industries, Inc.	"d/b/a Save A Lot #708	"734 S Timberland	"Lufkin, TX 75901
"Houchens Industries, Inc.	"d/b/a Save A Lot #709	"703 S. Jackson	"Jacksonville, TX 75766
"Houchens Industries, Inc.	"d/b/a Save A Lot #710	"2305 West Erwin Street	"Tyler, TX 75702
"Houchens Industries, Inc.	"d/b/a Save A Lot #711	"1501 South High Street	"Longview, TX 75601
"Houchens Industries, Inc.	"d/b/a Save A Lot #712	"611 West Panola	"Carthage, TX 75633
"Houchens Industries, Inc.	"d/b/a Save A Lot #714	"330 E. Spring Street	"Palestine, TX 75801