

07-17-2003



To the Director—U.S. Patent and Trademark Office

102499880

Original document or copy thereof.

Name of conveying party(ies):

Bognue Management Company, Inc
101 Kappa Drive, Pittsburgh, PA 15258

7-15-03

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

Name: Mellon Bank, N.A.

Street Address: One Mellon Bank Center

City Pittsburgh State PA Zip 15258

Individual (s) Association (banking)
General Partnership Limited Partnership
X Corporation - State of Ohio
Other

Individual (s) citizenship
X Association a national banking association
General Partnership
Limited Partnership
Corporation - State of
Other

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

3. Nature of conveyance:

_ Assignment _ Merger
X Security Agreement _ Change of Name
_ Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:
_ Yes _ No

(Designation must be a separate document from Assignment)

Execution Date: June 1, 2003

Additional name(s) & address(es) attached? _ Yes X No

4. Application number(s) or trademark number(s)

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1791987
2070433

Additional numbers attached? _ Yes X No

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

Name: Charma Murphy, Legal Assistant
Internal Address: Porter, Wright, Morris & Arthur

Street Address: 41 S. High Street, 28th Floor
City: Columbus State: OH ZIP: 43215

6. Total number of applications and trademarks involved: 2

7. Total fee (37 CFR 3.41): \$ 65.00
X Enclosed
_ Authorized to be charged to deposit account

8. Deposit account number: 16-2326
(Attach duplicate copy of this page if paying by deposit account)

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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 documents.

Karen K. Hammond
Name of Person Signing

07/11/03
Date

07/16/2003 DBYRME 00000121 1791987

Total number of pages comprising cover sheet: 1

01 FC:8521 40.00 OP
02 FC:8522 25.00 OP

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Mail documents to be recorded with required cover sheet information to:

Director—U.S. Patent and Trademark Office
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P.O. Box 1450
Alexandria, VA 22313-1450

FINANCE SECTION
2003 JUL 15 AM 6:19
OFFICE OF THE CLERK RECORDATION

SHORT FORM TRADEMARK SECURITY AGREEMENT

BOLOGNUE MANAGEMENT COMPANY, INC.

TRADEMARK SECURITY AGREEMENT, dated as of June 1st, 2003, by BOLOGNUE MANAGEMENT COMPANY, INC., an Ohio corporation (the "Grantor"), in favor of MELLON BANK, N.A. ("Mellon"), as collateral agent (in such capacity, together with its successors in such capacity, the "Collateral Agent") for the Secured Parties (as defined in the Amended and Restated Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of August 6, 2002 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Amended and Restated Credit Agreement"), among Giant Eagle, Inc., as borrower (the "Borrower"), the Lenders and Issuers party thereto, Citicorp USA, Inc., as Administrative Agent for the Lenders and Issuers, and Mellon Bank, N.A., as Collateral Agent and Syndication Agent for the Lenders and Issuers, the Lenders and the Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is party to the Subsidiary Guaranty pursuant to which it has guaranteed the Obligations; and

WHEREAS, the Grantor is party to an Amended and Restated Security Agreement dated August 6, 2002, in favor of the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Amended and Restated Security Agreement") pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuers and the Collateral Agent to make their respective extensions of credit to the Borrower under the Amended and Restated Credit Agreement, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Amended and Restated Credit Agreement or in the Amended and Restated Security Agreement and used herein have the meaning given to them in the Amended and Restated Credit Agreement or the Amended and Restated Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest

in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on *Schedule I* hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Section 3. Amended and Restated Security Agreement

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Amended and Restated Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Amended and Restated Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

A. REGISTERED TRADEMARKS

Service Mark “Apples” – Registered with the United States Patent and Trademark Office:
Registration No.” 1791987

Trademark “Apples” – Registered with the United States Patent and Trademark Office:
Registration No.: 2070433

B. TRADEMARK APPLICATIONS

C. TRADEMARK LICENSES

[Include complete legal description of agreement (name of agreement, parties and date)]