

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
City Wholesale, Inc.	City Wholesale Grocery Company, Inc.	03/19/2001	CORPORATION: ALABAMA

RECEIVING PARTY DATA	
Name:	SouthTrust Bank
Street Address:	420 North 20th Street
City:	Birmingham
State/Country:	ALABAMA
Postal Code:	35203
Entity Type:	State Banking Corporation: ALABAMA

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	1688255	

CORRESPONDENCE DATA	
Fax Number:	(205)488-6568
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	cwiginton@bradleyarant.com
Correspondent Name:	Christopher L. Wiginton
Address Line 1:	1819 Fifth Avenue North
Address Line 4:	Birmingham, ALABAMA 35203

NAME OF SUBMITTER:	Christopher L. Wiginton
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Total Attachments: 10
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**COLLATERAL PATENT, TRADEMARK,
COPYRIGHT AND LICENSE ASSIGNMENT**

THIS COLLATERAL PATENT, TRADEMARK, COPYRIGHT AND LICENSE ASSIGNMENT ("Assignment"), is made as of the 17th day of March, 2001, by City Wholesale, Inc., an Alabama corporation and successor by merger to City Wholesale Grocery Company, Inc. ("Assignor"), in favor of SouthTrust Bank, an Alabama banking corporation and successor by merger to SouthTrust Bank, National Association ("Assignee"), which is located at 420 North 20th Street, Birmingham, Alabama 35203.

W I T N E S S E T H

WHEREAS, Assignor and Assignee have entered into that certain Loan Security Agreement dated August 29, 2000 (the "2000 Loan Agreement") and that certain Loan Agreement dated December 11, 1998 (the "1998 Loan Agreement," and, together with the 2000 Loan Agreement, the "Loan Agreement"); and

WHEREAS, the loans and extensions of credit described in the Loan Agreement (collectively, the "Loan") are in default; and

WHEREAS, the Assignor, among others, has asked the Assignee to enter into a forbearance agreement with respect to the Loan (the "Forbearance Agreement"); and

WHEREAS, as an inducement to the Assignee to enter into the Forbearance Agreement, the Assignor agreed to execute this Assignment and deliver it to the Assignee; and

WHEREAS, the obligation of the Assignee to enter into the Forbearance Agreement is subject to the condition, among others, that the Assignor shall execute and deliver this Assignment.

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

1. Incorporation of Loan Agreement and Forbearance Agreement. The Loan Agreement and the Forbearance Agreement, and the respective terms and provisions thereof, are hereby incorporated herein in their entirety by this reference thereto.

2. Definitions.

(a) Terms used herein which are not defined herein but are defined in the Forbearance Agreement shall have the meanings ascribed to them therein.

(b) The term "Obligations", as used herein, shall mean, collectively, the Obligations under the 2000 Loan Agreement and the Obligations under the 1998 Loan Agreement.

3. Collateral Assignment of Patents, Trademarks, Copyrights and Licenses. To secure the complete and timely satisfaction of all of the Obligations (as defined in the Loan Agreement and hereinafter called the "Obligations"), Assignor hereby grants, conveys and assigns to Assignee, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, upon the occurrence and during the continuation of an Event of Default (as defined in the Loan Agreement and hereinafter referred to as an "Event of Default") all of Assignor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:

(a) subject to the terms of any existing license agreement to which Assignor is a party, patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Schedule A attached hereto and made a part hereof, and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (i)-(iv), are sometimes hereinafter individually and/or collectively referred to as the "Patents");

(b) subject to the terms of any existing license agreement to which Assignor is a party, trademarks, trademark registrations, trade names, trademark applications, copyrights, copyright registrations and copyright applications, including, without limitation, the trademarks, copyrights and applications listed on Schedule B attached hereto and made a part hereof, and (i) renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names, trademark applications, copyrights, copyright registrations and copy-right applications, together with the items described in clauses (i)-(iv), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks" and "Copyrights");

(c) rights and obligations pursuant to its license agreements, with any other party, whether Assignor is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory (as defined in the Loan Agreement) now or hereafter owned by Assignor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "Licenses"); and

(d) the goodwill of Assignor's business connected with and symbolized by the Trademarks.

4. Restrictions on Future Agreements. Assignor agrees that until the Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated, Assignor will not, without Assignee's prior written consent, enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Assignment, and Assignor further agrees that without Assignee's prior written consent it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, excluding non-payment of U.S. maintenance fees on patents which are not necessary or useful in the operation of Assignor's business or operations, which would affect the validity or enforcement of the rights transferred to Assignee under this Assignment.

5. Covenants and Warranties. Assignor represents and warrants that to the best of Assignor's knowledge: (i) the Patents, Trademarks, Copyrights and Licenses are subsisting, have not been adjudged invalid or unenforceable in whole or in part, and are not currently being challenged in any way; (ii) none of the Patents, Trademarks, Copyrights and Licenses have lapsed or expired; (iii) no claim has been made that the use of any of the Patents, Trademarks, Copyrights or Licenses constitutes an infringement; (iv) Assignor owns the entire right, title and interest in and to each of the Patents, Trademarks, Copyrights and Licenses free and clear of any liens and encumbrances of every kind and nature, except for rights granted by Assignor pursuant to Licenses under which Assignor is a licensor and except for an assignment of such rights to a trustee as security for the benefit of the Senior Extendible Notes; (v) Assignor has the right, power, and

authority to enter into this Agreement and perform its terms; (vi) Assignor will continue to use, until the Obligations shall have been terminated, proper statutory notice in connection with its use of the Patents, Trademarks, Copyrights and Licenses; (vii) Assignor will use, until the Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated, consistent standards of quality in its manufacture of products sold under the Trademarks; and (viii) Schedules A, B and C list, as of the date hereof, all of the Patents, Trademarks and Copyrights, and Licenses owned by or to which the Assignor is a party, as the case may be.

6. New Patents, Trademarks, Copyrights and Licenses. If, before the Obligations shall have been satisfied in full, Assignor shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, copyrights, copyright registrations, trade names or licenses, or (ii) become entitled to the benefit of any patent or trademark application, trademark, trademark registration, copyrights, copyright registrations, or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of paragraph 2 above shall automatically apply thereto and Assignor shall give to Assignee prompt written notice thereof. Assignor hereby authorizes Assignee to modify this Assignment by amending Schedule A, B and/or C, as applicable, to include any future patents, patent applications, trademarks, trademark registrations, trademark applications, copyrights, copyright registrations, copyright applications, trade names and licenses which are Patents, Trademarks, Copyrights or Licenses, as applicable, under paragraph 2 above or under this paragraph 5.

7. Royalties; Terms. Assignor hereby agrees that the use by Assignee of all Patents, Trademarks, Copyrights and Licenses as described above shall be worldwide and without any liability for royalties or other related charges from Assignee to Assignor. The term of the assignments granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks, Copyrights and Licenses assigned hereunder, or (ii) payment in full of the Obligations and termination of the Loan Agreement

8. Grant of License to Assignor. Unless and until an Event of Default shall have occurred, Assignee hereby grants to Assignor the royalty-free exclusive, nontransferable right and license to use the Trademarks and all materials covered by the Copyrights, to exercise Assignee's rights under the Licenses, and to make, have made, use and sell the inventions disclosed and claimed in the Patents for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Assignor in this paragraph 7 without the prior written consent of Assignee. From and after the occurrence of an Event of Default, and so long as such Event of Default has not been waived, Assignor's license with respect to the Patents, Trademarks, Copyrights and Licenses as set forth in this paragraph 7 shall terminate forthwith.

9. Assignee's Right to Inspect. Subject to existing agreements with respect to the confidential information of certain Licenses, Assignee shall have the right, at any reasonable time and from time to time, to inspect Assignor's premises and to examine Assignor's books, records and operations, including, without limitation, Assignor's quality control processes. From and after the occurrence of an Event of Default and the provision by Assignee of written notice to Assignor of Assignee's intention to enforce its rights and claims against any of the Patents, Trademarks, Copyrights and Licenses, Assignor agree that Assignee, or a conservator appointed by Assignee, shall have the right to establish such additional product quality controls as Assignee or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Assignor under the Trademarks.

10. Termination of Assignee's Security Interest. This Assignment is made for collateral purposes only. Upon payment in full of the Obligations and termination of the Loan Agreement, title to the Patents, Trademarks, Copyrights and Licenses shall automatically revert to Assignor. Assignee shall execute and deliver to Assignor all termination statements and other

instruments as may be necessary or proper to terminate Assignee's security interest in and to revest in Assignor all right, title and interest in and to the Patents, Trademarks, Copyrights and Licenses, subject to any disposition thereof which may have been made by Assignee pursuant hereto or pursuant to the Loan Agreement.

11. Duties of Assignor. Assignor shall have the duty (i) to prosecute diligently any patent application of the Patents, any trademark application of the Trademarks and any copyright application of the Copyrights pending as of the date hereof or thereafter until the Obligations shall have been paid in full, (ii) to make application on unpatented but patentable inventions and on trademarks and copyrights, as appropriate, giving due consideration to value, cost, importance and opinion of counsel as to patentability, and (iii) to preserve, maintain and enforce against infringement all rights in patent applications and patents of the Patents, other than non-payment of maintenance fees on patents which are not necessary or useful in the conduct of Assignor's business or operations, in trademark applications, trademarks, and trademark registrations of the Trademarks and in copyright applications, copyrights and copyright registrations of the Copyrights. Any expenses incurred in connection with such applications shall be borne by Assignor. Assignor shall not abandon any pending patent application, trademark application, copyright application, patent, trademark or copyright without the written consent of Assignee.

12. Assignee's Right to Sue. After the occurrence of an Event of Default and so long as such Event of Default has not been waived, and after the provision by Assignee of written notice to Assignor of Assignee's intention to enforce its rights and claims against any of the Patents, Trademarks, Copyrights and Licenses, Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Licenses and the Patents, Copyrights and Trademarks, and any licenses thereunder, and, if Assignee shall commence any such suit, Assignor shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement, and assignor shall promptly, upon demand, reimburse and indemnify Assignee for all costs and expenses incurred by Assignee in the exercise of its rights under this paragraph 11.

13. Waivers. No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of the Assignee, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or future exercise thereof or the exercise of any other right, power or privilege.

14. Severability. The provisions of this Assignment 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 thereof, 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 Assignment in any jurisdiction.

15. Modification. This Assignment cannot be altered, amended or modified in any way, except as specifically provided in paragraph 5 hereof or by a writing signed by the parties hereto.

16. Cumulative Remedies; Power of Attorney; Effect on Loan Agreement. All of Assignee's rights and remedies with respect to the Patents, Trademarks, Copyrights and Licenses, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor hereby authorizes Assignee, after the occurrence of an Event of Default and so long as such Event of Default has not been waived, and after the provision by Assignee of written notice to Assignor, (i) to make, constitute and appoint any officer or agent of Assignee as Assignee may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with power to endorse Assignor's name on all application, documents, papers and instruments necessary or desirable for Assignee in the use of the


Patents, Trademarks, Copyrights and Licenses, (ii) to take any other actions with respect to the Patents, Trademarks, Copyrights and Licenses as Assignee deems in the best interest of Assignee, (iii) to grant or issue any exclusive or non-exclusive license under the Patents, Trademarks or Copyrights to anyone, or (iv) subject to the terms of any existing license agreement, to assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, Copyrights or Licenses to anyone. Assignee hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been paid in full and the Loan Agreement has been terminated. Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Assignee under the Loan Agreement but rather is intended to facilitate the exercise of such remedies given it by the terms of this Assignment, 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 Patents, Trademarks, Copyrights or Licenses may be enforced.

17. Binding Effect; Benefits. This Assignment shall be binding upon the Assignor and its respective successors and assigns and shall inure to the benefit of Assignee, its nominees and assigns.

18. Governing Law. This Assignment shall be deemed to have been executed and delivered in Birmingham, Alabama, and shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) of the State of Alabama.


WITNESS the due execution hereof as of date first above written.

CITY WHOLESAL, INC.

By: 
Its: President

[SEAL]

Attest:


Its Secretary

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Peter N. Diciara, the President of City Wholesale, Inc., an Alabama corporation and successor by merger to City Wholesale Grocery Company, Inc., and personally known to me to be the same person whose name is subscribed to the foregoing Collateral Patent, Trademark, Copyright and License Assignment, appeared before me this day and delivered the said assignment as such officer of said corporation, and caused the seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as his free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 19th day of March, 2001.

Jennifer S. Gravel
Notary Public

[NOTARIAL SEAL]

My commission expires: 4/6/04

SCHEDULE A

Patents and Patent Applications

<u>Title</u>	<u>Application or Patent No.</u>	<u>Issue Date</u>	<u>Inventor(s)</u>
Not Applicable			

SCHEDULE B

Trademarks, Trademark Registrations,
Trade Names, Trade Name Applications,
Copyrights, Copyright Registrations and Applications

U.S. Trademark Registration

<u>Registered Marks</u>	<u>Registration No.</u>	<u>Registration Date</u>
(Design Only)	1688255	05/19/92

SCHEDULE C

LICENSES

Not Applicable

Received for Recordation:

Collateral Patent, Trademark, Copyright and License
Assignment dated as of _____, 2001, from
City Wholesale, Inc., the successor by merger to City
Wholesale Grocery Company, Inc., to SouthTrust
Bank.

Commissioner of Patents and Trademarks

Date of Receipt: _____