

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

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

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

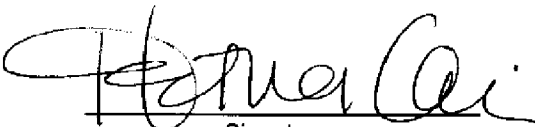
<p><b>1. Name of conveying party(ies):</b> Dick's Supermarkets, Inc.</p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-State  <input type="checkbox"/> Other <u>Wisconsin</u></p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p><b>2. Name and address of receiving party(ies)</b> Name: <u>LaSalle Bank National Association</u>  Internal Address: <u>135 South LaSalle Street</u>  Street Address: _____  City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60603</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____  <input checked="" type="checkbox"/> Association <u>National</u>  <input type="checkbox"/> General Partnership _____  <input type="checkbox"/> Limited Partnership _____  <input type="checkbox"/> Corporation-State _____  <input type="checkbox"/> Other _____</p> <p><small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No  (Designations must be a separate document from assignment)  Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</small></p>
<p><b>3. Nature of conveyance:</b></p> <p><input type="checkbox"/> Assignment                              <input type="checkbox"/> Merger  <input checked="" type="checkbox"/> Security Agreement                      <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>03/18/2004</u></p>	

<p><b>4. Application number(s) or registration number(s):</b></p> <p>A. Trademark Application No.(s) <u>78/228123</u></p> <p>_____</p>	<p>B. Trademark Registration No.(s) <u>1605059, 2731227, 2731240</u></p> <p>_____</p>
Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

<p><b>5. Name and address of party to whom correspondence concerning document should be mailed:</b></p> <p>Name: <u>Heather L. Cain</u>  Internal Address: <u>Quarles &amp; Brady LLP</u>  _____  _____  Street Address: <u>411 East Wisconsin Avenue</u>  _____  City: <u>Milwaukee</u> State: <u>WI</u> Zip: <u>53202</u></p>	<p><b>6. Total number of applications and registrations involved:</b> <span style="border: 1px solid black; padding: 2px;">4</span></p> <p><b>7. Total fee (37 CFR 3.41):</b> \$ <u>115.00</u></p> <p><input type="checkbox"/> Enclosed  <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p><b>8. Deposit account number:</b>  <u>17-0055</u></p>
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**DO NOT USE THIS SPACE**

**9. Signature.**

Heather L. Cain                                                            April 16, 2004  
Name of Person Signing                              Signature                              Date

Total number of pages including cover sheet, attachments, and document: 4

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

CH \$115.00 170055 78228123

**CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Confirmatory Assignment") is made effective as of the 18<sup>th</sup> day of March, 2004 by and from DICK'S SUPERMARKETS, INC. (the "Assignor"), a Wisconsin corporation, whose principal address is 2215 Union Avenue, Sheboygan, Wisconsin 53081, to and in favor of LASALLE BANK NATIONAL ASSOCIATION (the "Assignee"), as Administrative Agent for the Lenders (as defined in the Guaranty and Security Agreement referenced below).

WHEREAS, Assignor and Assignee have entered into a Guaranty and Security Agreement of even date herewith (as amended from time to time, the "Security Agreement").

WHEREAS, The Assignor has adopted, used and is using the trademarks (the "Trademarks") listed on Exhibit A attached hereto, which Trademarks are registered or pending registration with the United States Patent and Trademark Office.

WHEREAS, This Confirmatory Assignment has been granted in conjunction with the security interest granted to Assignee under the Security Agreement. The rights and remedies of Assignee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

- 1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.
- 2) The Security Interest
  - a) This Confirmatory Assignment is made to secure the satisfactory performance and payment of all the Secured Obligations of Assignor, pursuant to the Security Agreement. Upon the payment in full of all Secured Obligations, Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to Assignor an instrument in writing releasing the security interest in the Trademarks acquired under this Confirmatory Assignment.

b) The Assignor hereby assigns and grants to Assignee a security interest in (1) all of Assignor's right, title and interest in and to the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Assignor, together with (2) all Proceeds and products of the Trademarks, (3) the goodwill of the businesses with which the Trademarks are associated, and (4) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

IN WITNESS WHEREOF, the Assignor has executed this Confirmatory Assignment of Security Interest effective as of the above-indicated date.

DICK'S SUPERMARKETS, INC.

By: Richard C. Taggart

Name: Richard C. Taggart

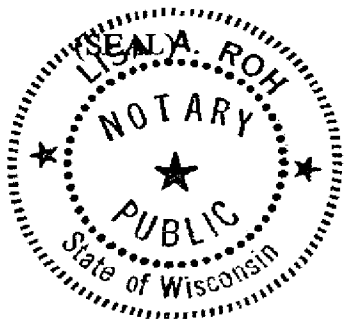
Title: President & CEO

STATE OF WISCONSIN )  
Grant COUNTY )

Richard C. Taggart, known to me to be the Prs. & CEO of DICK'S SUPERMARKETS, INC., personally came before me this 9<sup>th</sup> day of ~~April~~ March, 2004, and executed or acknowledged to me that he executed the foregoing Confirmatory Assignment of Security Interest on behalf of DICK'S SUPERMARKETS, INC. and pursuant authority duly received.

Misa A. Boh

Notary Public, State of Wisconsin  
 My Commission Expires: 12/9/07



**CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS  
Exhibit A - SCHEDULE OF TRADEMARKS**

**TRADEMARK REGISTRATIONS**

<b>Registrant</b>	<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
Brodbeck Enterprises, Inc. (n/k/a Dick's Supermarkets, Inc.)	DICK'S Stylized	1605059	07/03/1990
Dick's Supermarkets, Inc.	STONEMAN'S MILL	2731227	07/01/2003
Dick's Supermarkets, Inc.	STONEMAN'S MILL and Design	2731240	07/01/2003

**TRADEMARK APPLICATIONS**

<b>Applicant</b>	<b>Mark</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Docket No.</b>
Dick's Supermarkets, Inc.	LITTLE RICHARD'S	78/228123	03/20/2003	