

12-10-2003
102619346

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

1. Name of conveying party(ies): 12-S-03
D&W Food Centers, Inc.

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

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 11/20/2003

2. Name and address of receiving party(ies)
Name: PNC Bank, National Association
Internal Address: Suite 2980
Street Address: One South Wacker Drive
City: Chicago State: IL Zip: 60606

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

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

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) _____
SEE ATTACHED SCHEDULE A

B. Trademark Registration No.(s) _____
SEE ATTACHED SCHEDULE B

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Tammy S. Settle
Internal Address: Vedder Price Kaufman Kammholz
Street Address: 222 North LaSalle Street
City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved: 17

7. Total fee (37 CFR 3.41).....\$ 440.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
22-0259

DO NOT USE THIS SPACE

9. Signature.
Tammy S. Settle Tammy S. Settle December 2, 2003
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 15

12/09/2003 ECOOPER 00000136 220259 76272726
01 FD:0521 40.00 DA
02 FD:0522 400.00 DA

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

TRADEMARK AND LICENSE SECURITY AGREEMENT
D&W Food Centers, Inc. and PNC Bank

TRADEMARK APPLICATIONS
SCHEDULE A

MARK	APPLICATION NO.
LIFE PATH	76/272,726

TRADEMARK AND LICENSE SECURITY AGREEMENT
D&W Food Centers, Inc. and PNC Bank

TRADEMARK REGISTRATIONS
SCHEDULE B

MARK	REGISTRATION NO.
THE PERFECT PERK	2,237,832
MARKET SQUARE & DESIGN	2,426,481
YOU DESERVE OUR BEST	2,054,673
A NICER PLACE TO BE	2,052,385
DOLLAR'S WORTH	2,081,012
THE HEART OF VALUES	2,097,876
GROUND CENTRAL STATION	2,141,593
VALUES	2,086,639
D&W YOU DSERVE OUR BEST! & DESIGN	2,069,045
D&W YOU DSERVE OUR BEST! & DESIGN	2,179,831
D&W	2,172,182
D&W FOOD CENTER	2,175,980
D&W FRESHNESS,QUALITY & VARIETY & DESIGN	2,175,979
D&W & DESIGN	2,131,733
SERVING THE TIMES OF YOUR LIFE	2,120,643
D&W SCHOOLS BUCKS	2,637,165

TRADEMARK AND LICENSE SECURITY AGREEMENT

TRADEMARK AND LICENSE SECURITY AGREEMENT ("Agreement") dated as of November 20, 2003, made by **D & W Food Centers, Inc.** ("Grantor"); and **PNC Bank, National Association** ("Agent").

WITNESSETH:

WHEREAS, Agent, Grantor and D & W Associate Resources, LLC ("Resources") have entered into that certain Revolving Credit, Term Loan and Security Agreement (the "Loan Agreement"), dated of even date herewith, pursuant to which Agent, subject to the terms and conditions set forth therein, has agreed to extend certain credit facilities to the Grantor;

WHEREAS, Agent has required, as a further condition to entering into the Loan Agreement and to secure the Obligations under the Loan Agreement and the other Loan Documents, that Grantor execute this Agreement.

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

1. Defined Terms.

- (i) When used herein, (a) capitalized terms which are not otherwise defined have the meanings assigned thereto in the Loan Agreement; and (b) the following terms have the following meanings:

Collateral see Section 2.

Default means the occurrence of any of the following events: (a) any Event of Default; or (b) any warranty of Grantor herein is untrue or misleading in any material respect and, as a result thereof, Agent's security interest in any material portion of the Collateral is not perfected or Agent's rights and remedies with respect to any material portion of the Collateral are materially impaired or otherwise materially adversely affected.

- (ii) The terms "herein", "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular section, paragraph or subdivision. Any pronoun used shall be deemed to cover all genders. Wherever appropriate in the context, terms used herein in the singular also include the plural and vice versa. All references to statutes and related regulations shall include any amendments of same and any successor statutes and regulations. Unless otherwise provided, all references to any instruments or agreements to which Agent is a party, including, without limitation, references to the Loan Agreement and any of the other Loan Documents, shall include any and all modifications or amendments thereto and any and all extensions or renewals thereof.

2. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, Grantor hereby grants to Agent a first priority security interest, having priority over all other security interests, with power of sale (to the extent permitted by applicable law) in all of Grantor's interest in now owned or existing and hereafter acquired or arising (collectively, the "Collateral"):

- (i) trademarks, registered trademarks and trademark applications, trademark registrations, trade names, service marks, registered service marks, service mark applications, and service mark registrations, including, without limitation, the registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule A, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable 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, and (d) all of Grantor's rights corresponding thereto throughout the world (all of the foregoing registered trademarks, trademark applications, registered service marks and service mark applications, together with the items described in clauses (a)-(d) in this paragraph 2(i), being sometimes hereinafter individually and/or collectively referred to as the "Trademarks");
- (ii) the goodwill of Grantor's business connected with and symbolized by the Trademarks; and
- (iii) license agreements with any other party in connection with any Trademarks or such other party's trademarks, registered trademarks, trademark applications, trademark registrations, trade names, service marks, registered service marks, service mark applications and service mark registrations, whether Grantor is a licensor or licensee under any such license agreement, including, but not limited to, the license agreements listed on Schedule B, and the right upon the occurrence and during the continuance of a Default to use the foregoing in connection with the enforcement of Agent's rights under the Loan Agreement (all of the foregoing being hereinafter referred to collectively as the "Licenses").

3. Restrictions on Future Agreements. Grantor will not, without 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 best efforts not to permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would in any material respect affect the validity or enforcement of the rights transferred to Agent under this Agreement or the rights associated with those Trademarks which are necessary or desirable in the operation of Grantor's business.

4. New Trademarks and Licenses. Grantor represents and warrants that the Trademarks and Licenses listed on Schedule A and Schedule B, respectively, include all of the Trademarks and Licenses now owned or held by Grantor. If, prior to the termination of this Agreement, Grantor shall (i) obtain rights to any new Trademark or Licenses or (ii) become entitled to the benefit of any new or existing Trademark or License, the provisions of Section 2 shall automatically apply thereto and Grantor shall give prompt written notice thereof to Agent. Grantor hereby authorizes Agent to unilaterally modify this Agreement by (a) amending Schedule A or Schedule B, as the case may be, to include any Trademarks or Licenses which are described under Section 2, or under this Section 4, and (b) filing with the United States Patent and Trademark Office in addition to and not in substitution for, this Agreement, a duplicate original of this Agreement containing on Schedule A or Schedule B thereto, as the case may be, the revised list of Trademarks and/or Licenses under Section 2 or this Section 4. Notwithstanding the foregoing, Grantor hereby agrees that Agent's security interest shall extend to all of the collateral listed in Section 2 and this Section 4, regardless of whether Agent actually amends Schedule A and Schedule B.

5. Additional Parties. To the extent permitted by the Loan Agreement, at any time after the date of this Agreement, one or more additional Persons may become parties hereto by executing and delivering to Agent a counterpart signature page to this Agreement together with supplements to the Schedules hereto setting forth all relevant information with respect to such party as of the date of such delivery. Immediately upon such execution and delivery (and without any further action), each such additional Person will become a party to, and will be bound by all the terms of, this Agreement. Without limiting the generality of the foregoing, upon such additional Person's execution of such counterpart, each reference to "Grantor" herein shall include such additional Person and such Person shall be deemed to have thereupon granted to Agent a first priority security interest in all of its Collateral, as provided herein.

6. Royalties. Grantor hereby agrees that the use by Agent of the Trademarks and Licenses as described in Section 2 and Section 4 and as authorized hereunder shall be, to the extent permitted by applicable law, co-extensive with Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Agent to Grantor.

7. Nature and Continuation of 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 remain in full force and effect until the Obligations have been paid in full and the Loan Agreement terminated. At such time, the rights granted to Agent hereunder shall also terminate.

8. Right to Inspect; Further Assignments and Security Interests. Agent shall have the right, consistent with the Loan Agreement at any reasonable time and from time to time, to inspect the premises and to examine the books, records, and operations of Grantor relating to the Trademarks and the Licenses, including, without limitation, Grantor's quality control processes; provided, that in conducting such inspections and examinations, Agent shall use reasonable efforts not to disturb unnecessarily the conduct of Grantor's ordinary business operations. During the existence of an Event of Default, and subject to the terms of the Loan Agreement, Grantor agrees that Agent or a conservator appointed by Agent, shall have the right to establish

such reasonable additional product quality controls as Agent or such conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Grantor under the Trademarks or the Licenses. 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 written consent of Agent, (ii) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof, and (iii) not to reduce the quality of such products in any material respect without the prior written consent of Agent.

9. Duties of Grantor. Grantor shall have the duty, to the extent desirable in the normal conduct of Grantor's business and consistent with Grantor's current business practices: (i) to prosecute diligently any trademark applications or registrations or service mark applications or registrations that are part of the Trademarks pending as of the date hereof or thereafter until the termination of this Agreement, (ii) to make applications for trademarks and service marks as Grantor deems appropriate, and (iii) to take reasonable steps to preserve and maintain all of Grantor's rights in the trademark and service mark applications and trademark and service mark registrations that are part of the Trademarks. Any expenses incurred in connection with the foregoing shall be borne by Grantor. Grantor shall not abandon any material trademark or service mark which is the subject of a registered trademark, service mark or application therefor and which is or shall be, in Grantor's commercially reasonable business judgment, necessary or economically desirable in the operation of Grantor's business. Grantor agrees to retain an experienced trademark attorney reasonably acceptable to Agent for the filing and prosecution of all such applications and other proceedings. Agent shall have no duty with respect to the Trademarks or Licenses. Without limiting the generality of the foregoing, Agent shall be under no obligation to take any steps necessary to preserve rights in the Trademarks and Licenses against any other parties, but may do so at Agent's option during the continuance of an Event of Default, and all expenses incurred in connection therewith shall be for the sole account of the Grantor and added to the Obligations secured hereby.

10. Agent's Right to Sue. During the existence of an Event of Default, and subject to the terms of the Loan Agreement, Agent shall have the right, but shall not be obligated, to bring suit to enforce the Trademarks and the Licenses and, if Agent shall commence any such suit, Grantor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement. Grantor shall, upon demand, promptly reimburse and indemnify Agent for all costs and reasonable expenses incurred by Agent in the exercise of its rights under this Section 10 (including, without limitation, all attorneys' and paralegals' fees). If, for any reason whatsoever, Agent is not reimbursed with respect to the costs and expenses referred to in the preceding sentence, such costs and expenses shall be added to the Obligations secured hereby.

11. Waivers. No course of dealing between Grantor and Agent, and no failure to exercise or delay in exercising on the part of Agent any right, power or privilege hereunder or under the Loan Agreement or Loan Documents shall operate as a waiver of any of Agent's rights, powers or privileges. No single or partial exercise of any right, power or privilege hereunder or under the Loan Agreement or Loan Documents shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. Agent's Exercise of Rights and Remedies Upon Default. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that during the existence of an Event of Default, Agent may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement or Loan Documents. Without limiting the generality of the foregoing, Grantor acknowledges and agrees that (i) the Trademarks and the Licenses comprise a portion of the Collateral and Agent shall have the right to exercise its rights under the Loan Agreement with respect to the Trademarks and the Licenses to the same extent as with respect to all other items of Collateral described therein, and (ii) during the existence of an Event of Default, Agent or its nominee may use the Trademarks and Licenses to complete the manufacture of, assemble, package, distribute, prepare for sale and sell the inventory, or for any other purpose in connection with the conduct of Grantor's business. Any proceeds of any of the Collateral may be applied by Agent to the payment of expenses in connection with the enforcement of Agent's rights and remedies hereunder and in connection with the Collateral, including, without limitation, reasonable attorneys' fees and legal expenses, and any balance of such proceeds may be applied by Agent toward the payment of such of the Obligations, and in such order of application, as Agent may from time to time elect (and, after payment in full of all Obligations, any excess shall be delivered to the Grantor or as a court of competent jurisdiction shall direct).

13. Intent-to-Use Applications. Notwithstanding any provision of this Agreement, the applicable Uniform Commercial Code or any other agreement or law, in no event shall any party be required or permitted to assign, convey or transfer any trademark or service mark that is the subject of an application for registration under Section 1(b) of the Lanham Act (15 U.S.C. § 1051(b)), as amended, prior to the filing of the verified statement of use under Section 1(d) of the Lanham Act (15 U.S.C. § 1051(d)), as amended.

14. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or 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 Agreement in any jurisdiction.

15. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 4 and Section 5 hereof or by a writing signed by the parties hereto.

16. Cumulative Remedies; Power of Attorney. All of Agent's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Grantor hereby irrevocably appoints Agent as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor or otherwise to carry out the acts described below. During the existence of an Event of Default, Grantor hereby authorizes Agent to, in its sole discretion, (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks and the Licenses, (ii) take any other actions with respect to the Trademarks and the Licenses as Agent reasonably deems are in its best interest, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks to anyone on commercially reasonable terms, and (iv) assign, pledge, convey or

otherwise transfer title in or dispose of the Trademarks to anyone on commercially reasonable terms. Agent shall take no action pursuant to subsection (i), (ii), (iii) or (iv) of this Section 16 without taking like action with respect to the entire goodwill of Grantor's business connected with the use of, and symbolized by, such Trademarks. Grantor hereby ratifies all that such attorney-in-fact 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 this Agreement shall have been terminated pursuant to Section 7 hereof. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Loan Agreement or Loan Documents, but rather is intended to facilitate the exercise of such rights and remedies. 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, respectively, either (y) the Trademarks may be located or deemed located, or (z) the Licenses were granted.

17. Binding Effect; Benefits. This Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of Agent, 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 its obligations hereunder without the prior written consent of Agent.

18. Governing Law; Choice of Forum; Service of Process. The validity, interpretation and enforcement of this Agreement and the other Loan Documents and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of Illinois (without giving effect to principles of conflicts of law) and applicable federal law. Grantor irrevocably consents and submits to the non-exclusive jurisdiction of the courts of the State of Illinois, County of Cook and the United States District Court for the Northern District of Illinois and waives any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Loan Documents or in any way connected or related or incidental to the dealings of Grantor and Agent in respect of this Agreement or the other Loan Documents or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and whether in contract, tort, equity or otherwise, and agrees that any dispute with respect to any such matters shall be heard only in the courts described above (except that Agent shall have the right to bring any action or proceeding against Grantor or its property in the courts of any other jurisdiction which Agent deems necessary or appropriate in order to realize on the collateral or to otherwise enforce its rights against Grantor or its property). Grantor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth on the signature pages hereof and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Agent's option, by service upon Grantor in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, Grantor shall appear in answer to such process, failing which Grantor shall be deemed in default and judgment may be entered by Agent against Grantor for the amount of the claim and other relief requested.

19. JURY TRIAL WAIVER. EACH OF GRANTOR AND AGENT HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF GRANTOR AND AGENT IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. EACH OF GRANTOR AND AGENT HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT GRANTOR OR AGENT MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF GRANTOR AND AGENT TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

20. Notices. Any written notice, consent or other communication provided for in this Agreement shall be delivered in accordance with the Loan Agreement.

21. Section Headings. The section headings herein are for convenience of reference only and shall not affect in any way the interpretation of any of the provisions hereof.

22. 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. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile shall also deliver a manually executed counterpart of this Agreement, but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

23. Right of Recordal of Security Interest. Agent shall have the right, but not the obligation, at the expense of the Grantor, to record this Agreement in the United States Patent and Trademark Office and with such other recording authorities deemed reasonable and proper by Agent, and Agent shall advise the Grantor of such recordals. Upon satisfaction in full of the Obligations and termination of the Loan Agreement, the Grantor shall have the right to effect recordal of such satisfaction or termination at the expense of the Grantor in the United States Patent and Trademark Office and with such other recording authorities deemed reasonable and proper by the Grantor. Agent and the Grantor shall cooperate to effect all such recordals hereunder.

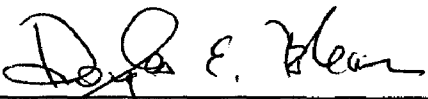
SIGNATURE PAGES FOLLOWS

Signature Page to Trademark and License Security Agreement

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

GRANTOR:


D & W Food Centers, Inc.

By: 
Douglas E. Blease
President

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 21st day of November, 2003, before me personally came the individual named in the above signature caption, to me known, who, being by me duly sworn, did depose and say that he or she is an officer of D & W Food Centers, Inc. and that he or she signed his or her name thereto by like order.

"C"
DIANE ... OF
N ...
M/ ... 5/6/04


NOTARY PUBLIC

Signature Page to Trademark and License Security Agreement

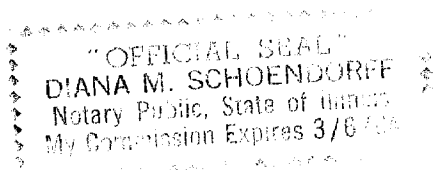
AGENT:

PNC Bank, National Association

By: *Ray L. Imani*
Vice President

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 20th day of November, 2003, before me personally came the individual named in the above signature caption, to me known, who, being by me duly sworn, did depose and say that he is an officer of PNC Bank, National Association and that he signed his name thereto by like order.



D. M. Schoendorff
NOTARY PUBLIC
My Commission Expires: 3/6/04

SCHEDULE A
To Trademarks and Security Agreement

TRADEMARKS; SERVICEMARKS

1. Reg. No. 2,237,832, as registered April 6, 1999, for the trademark "The Perfect Perk!"
2. Reg. 2,426,481, as registered February 6, 2001, for the service mark "Market Square (and design)."
3. Reg. No. 2,054,673, as registered April 22, 1997, for the service mark "You Deserve Our Best."
4. Reg. No. 2,052,385, as registered April 16, 1997, for the service mark, "A Nicer Place to Be."
5. Reg. No. 2,081,012, as registered July 22, 1997, for the service mark "Dollar's Worth!"
Reg. No. 2,081,012, as registered April 9, 2003, for the service mark "Dollar's Worth!"
6. Reg. No. 2,097,876, as registered September 16, 1997, for the service mark "The Heart of Values." Reg. No. 2,097,876, as of December 5, 2002, the service mark "The Heart of Values" was not renewed.
7. Identification Number M58 009, as filed June 16, 1998 with the Michigan Department of Consumer & Industry Services, for the service mark "D&W (& Design)".
8. Reg. No. 2,141,593, as registered March 3, 1998, for the service mark "Ground Central Station." Reg. No. 2,141,593, as of March 6, 2003, the service mark "Ground Central Station" was not renewed.
9. Reg. No. 2,086,639, as registered August 5, 1997, for the service mark "Values." Reg. No. 2,086,639, as registered December 11, 2002, for the service mark "Values."
10. Reg. No. 2,179,831, as registered August 1, 1998, for the trademark "D&W You deserve our best! (& Design)." Reg. No. 2,179,831, as registered October 6, 2003, for the trademark "D&W You deserve our best! (& Design)."
11. Reg. No. 2,069,045, as registered June 10, 1997, for the trademark, service mark "D&W You deserve our best! (& Design)."
12. Reg. No. 2,172,182, as registered July 14, 1998, for the trademark, service mark "D&W." Reg. No. 2,172,182, as registered October 6, 2003, for the trademark, service mark "D&W."

13. Reg. No. 2,175,980, as registered July 28, 1998, for the service mark "D&W Food Center." Reg. No. 2,175,980, as registered November 7, 2003, for the service mark "D&W Food Center."
14. Reg. No. 2,175,979, as registered July 28, 1998, for the service mark "D&W Freshness, Quality & Variety (& Design)." Reg. No. 2,175,979, for the service mark "D&W Freshness, Quality & Variety (& Design)" was not renewed as of August 11, 2003.
15. Reg. No. 2,131,733, as registered January 27, 1998, for the service mark "D&W (& Design)."
16. Reg. No. 2,120,643, as registered December 9, 1997, for the service mark "Serving the times of your life." Reg. No. 2,120,643, December 12, 2002 did not renew the service mark "Serving the times of your life."
17. Service mark application on "D&W School Bucks," for which a Notice of Allowance has been issued and for which a Statement of Use has been filed. Reg. No. 2,637,1765/165 covering the above stated service mark as of January 8, 2003.
18. Trademark application Serial No. 76/272,726 on "Life Path" dated March 5, 2003 Executed statement of Use filed with US Patent & Trademark office September 11, 2003

#97154 v2

SCHEDULE B
To Trademarks and Security Agreement

THIRD PARTY TRADEMARK LICENSES

1. Trade Secret and Trademark License Agreement, dated January 19, 1999, between D&W Food Centers, Inc. and Dorothy Lane Market, Inc. re: "Killer Brownies."
2. Master Licensing Agreement, dated November 2, 2000, as amended July 17, 2002, between Starbucks Corporation and D&W Food Centers, Inc. re: use of the trade name and service mark "Starbucks."
3. Catalina Network Agreement, licensing the "Catalina Marketing Network" to D & W Food Centers, Inc., dated February 2, 2001.

#97154 v2