

2/11/04

02-17-2004

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



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

102669516

1 original document or copy thereof.

To the Honorable Commissioner of

1. Name of conveying party(ies):

PREVO'S FAMILY MARKETS, INC.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: 12/23/2003

2. Name and address of receiving party(ies)

Name: CONGRESS FINANCIAL CORPORATION

Internal Address: ((Central), as Agent

Street Address: 150 South Wacker Drive.

City: Chicago State: IL Zip: 60606

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be on 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 Exhibit A Attached Hereto

B. Trademark Registration No.(s) _____
See Exhibit A Attached Hereto

Additional number(s) attached Yes No

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

Name: Otterbourg, Steindler, Houston

Internal Address: & Rosen, P.C.

Attn: Preston R. Cappello

Street Address: 230 Park Avenue

City: New York State: NY Zip: 10169

6. Total number of applications and registrations involved: 56

7. Total fee (37 CFR 3.41).....\$ 1,415.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Preston R. Cappello
Name of Person Signing

Preston R. Cappello
Signature

2/13/04
Date

Total number of pages including cover sheet, attachments, and document: 56

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

02/17/2004 LUPELLER 00000192 2673021

01 FC:8521
02 FC:8522

40.00 OP
1375.00 OP

TRADEMARK

REEL: 002913 FRAME: 0689

EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

PREVO'S FAMILY MARKETS, INC.

	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Renewal/Affidavit Date</u>
1.	APPLE MARKET AND DESIGN	M01-426	1/29/1997	1/29/2007
2.	APPLE MARKET BRINGING THE FRESHEST FOOD TO YOUR NEIGHBORHOOD AND DESIGN	M01-425	1/29/1997	1/29/2007
3.	AROMA STREET	2673021	1/7/2003	1/7/2009
4.	AROMA STREET	2743470	7/29/2003	7/29/2009
5.	AROMA STREET	78/290156	8/21/2003	N/A
6.	AROMA STREET	78/290152	8/21/2003	N/A
7.	BAYBERRY FARMS	2775912	10/21/2003	10/21/2009
8.	BAYBERRY FARMS	76/331630	10/29/2001	N/A
9.	DAKOTA GLOVE COMPANY AND DESIGN	2273791	8/31/1999	8/31/2005
10.	DEALS FOR A DOLLAR	2713658	5/6/2003	5/6/2009
11.	EASY CHOICE NETWORK	1747907	1/19/1993	1/19/2009
12.	FROM CONCEPT TO REALITY	1594552	5/1/1990	5/1/2010
13.	HEALTH COUNTS and Design	M04-264	9/25/2002	9/25/2012
14.	HEALTH COUNTS and Design	1342001	9/20/2002	9/20/2012
15.	HOMEHARVEST	2362786	6/27/2000	6/27/2006

	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Renewal/Affidavit Date</u>
16.	HOW LOW CAN LOW PRICES GO	78/315643	10/20/2003	N/A
17.	RANCHER'S PRIDE	76/325671	10/16/2001	N/A
18.	RANCHER'S PRIDE	78/289970	8/21/2003+	N/A
19.	ROLLING RANCH MEATS	2636887	10/15/2002	10/15/2008
20.	S (STYLIZED)	2000-0502	9/27/2000	9/27/2010
21.	S (STYLIZED)	2000-0504	9/27/2000	9/27/2010
22.	S (STYLIZED)	2000-0501	9/27/2000	9/27/2010
23.	S (STYLIZED)	2000-0500	9/27/2000	9/27/2010
24.	S (STYLIZED)	2000-0503	9/27/2000	9/27/2010
25.	S (STYLIZED)	M08-029	5/11/1979	5/11/2009
26.	S (STYLIZED)	TM8921	10/16/2000	10/16/2010
27.	S (STYLIZED)	TM8924	4/10/1980	4/10/2010
28.	S (STYLIZED)	TM8922	4/10/1980	4/10/2010
29.	S (STYLIZED)	TM8925	4/10/1980	4/10/2010
30.	S (STYLIZED)	TM8923	4/10/1980	4/10/2010
31.	SAVORY STREET	2743422	7/29/2003	7/29/2009
32.	SAVORY STREET	78/289805	8/21/2003	N/A
33.	SERVING YOU MORE CONVENIENCE ONLINE and Design	2496184	10/9/2001	10/9/2007
34.	SERVING YOU MORE FRESHNESS and Design	2563619	4/23/2002	4/23/2008
35.	SPARTAN	2000-0498	9/27/2000	9/27/2010
36.	SPARTAN	2000-0495	9/27/2000	9/27/2010

	Trademark	Registration Number	Registration Date	Renewal/Affidavit Date
37.	SPARTAN	2000-0497	9/27/2000	9/27/2010
38.	SPARTAN	2000-0496	9/27/2000	9/27/2010
39.	SPARTAN	2000-0499	9/27/2000	9/27/2010
40.	SPARTAN	M02-460	9/1/2000	9/1/2010
41.	SPARTAN	2000-0495	9/27/2000	9/27/2010
42.	SPARTAN	TM8928	4/10/1980	4/10/2010
43.	SPARTAN	TM8929	4/10/1980	4/10/2010
44.	SPARTAN	TM8926	4/10/1980	4/10/2010
45.	SPARTAN	TM8927	4/10/1980	4/10/2010
46.	SPARTAN	TM8930	4/10/1980	4/10/2010
47.	SPARTAN	1659080	10/1/1991	10/1/2011
48.	SPARTAN BRAND PRODUCTS MAKE MEALTIME EASY AND DESIGN	5010-3750A	4/25/1996	4/25/2006
49.	SPARTAN BRAND PRODUCTS MAKE MEALTIME EASY AND DESIGN	M00-931	6/3/1996	6/3/2006
50.	SPARTAN BRAND PRODUCTS MAKE MEALTIME EASY AND DESIGN	69519	3/25/1996	3/25/2006
51.	SPARTAN STORES	M75-070	10/12/1989	10/12/2009
52.	SPARTAN STORES	M30-31	5/11/1979	5/11/2009
53.	SURPRISING SAVINGS!	78/315641	10/20/2003	N/A
54.	UNIQUEST	2522532	12/25/2001	12/25/2007
55.	VALU LAND	M01-159	6/18/1996	6/18/2006
56.	WINDMILL DAIRY	2589829	7/2/2002	7/2/2008

2673021

SPECIAL POWER OF ATTORNEY

STATE OF _____)
) ss.:
COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENTS, that PREVO'S FAMILY MARKETS, INC. ("Debtor"), having an office at 850 76th St. SW, P.O. Box 8700, Grand Rapids, Michigan 49518-8700, hereby appoints and constitutes, severally, CONGRESS FINANCIAL CORPORATION (CENTRAL), as Agent ("Secured Party"), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark Collateral Assignment and Security Agreement, dated of even date herewith, between Debtor and Secured Party (the "Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations", as such term is defined in the Security Agreement, are paid in full and the Security Agreement is terminated in writing by Secured Party.

Dated: December __, 2003 .

PREVO'S FAMILY MARKETS, INC.

By: _____

Title: _____

STATE OF _____)
) ss.:
COUNTY OF _____)

On the ___ day of December, 2003, before me personally came _____, to me known, who being by me duly sworn, did depose, acknowledge and say that he/she is the _____ of PREVO'S FAMILY MARKETS, INC., the corporation which executed the foregoing instrument and that he/she signed his/her name thereto by order of the board of directors of such corporation.

Notary Public

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT ("Agreement"), dated December 3, 2003, is by and between PREVO'S FAMILY MARKETS, INC., a Michigan corporation ("Debtor"), and CONGRESS FINANCIAL CORPORATION (CENTRAL), an Illinois corporation, in its capacity as agent ("Secured Party") pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the parties thereto as lenders (each individually, a "Lender" and collectively, "Lenders").

WITNESSETH:

WHEREAS, Debtor is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof;

WHEREAS, Debtor, certain affiliates of Debtor, Secured Party and Lenders have entered into or are about to enter into financing arrangements pursuant to which Lenders (or Secured Party on behalf of Lenders) may make loans and advances and provide other financial accommodations to Debtor as set forth in the Loan and Security Agreement, dated of even date herewith, by and among Debtor, certain affiliates of Debtor, Secured Party and Lenders (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

WHEREAS, in order to induce Secured Party and Lenders to enter into the Loan Agreement and the other Financing Agreements and to make loans and advances and provide other financial accommodations to Debtor pursuant thereto, Debtor has agreed to grant to Secured Party certain collateral security as set forth herein.

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

1. GRANT OF SECURITY INTEREST. As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Debtor hereby grants to Secured Party, for itself and the benefit of Lenders, a continuing security interest in and a general lien upon, and a conditional assignment of, the following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter

acquired right, title, and interest in and to: (i) all of Debtor's trademarks, trade names, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, trade names, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) the right to sue for past, present and future infringements thereof; (e) all rights corresponding thereto throughout the world; and (f) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Secured Party, for itself and the benefit of Lenders, pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all obligations, liabilities and indebtedness of every kind, nature and description owing by Debtor to Secured Party or any Lender and/or any of their respective affiliates arising under or otherwise related to or permitted under this Agreement, the Loan Agreement or the other Financing Agreements, including principal, interest, charges, fees, costs and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the Loan Agreement or after the commencement of any case with respect to Debtor under the United States Bankruptcy Code or any similar statute (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the commencement of such case, whether or not such amounts are allowed or allowable in whole or in part in such case and including loans, interest, fees, charges and expenses related thereto and all other obligations of Debtor to Secured Party or any Lender arising after the commencement of such case), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, and however acquired by Secured Party or any Lender (all of the foregoing being collectively referred to herein as the "Obligations").

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby represents, warrants and covenants with and to Secured Party the following

(all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) Debtor shall pay and perform all of the Obligations according to their terms.

(b) All of the existing Collateral is valid and subsisting in full force and effect, and Debtor owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder, except as otherwise expressly set forth in the Loan Agreement. Subject to Section 3(i) of this Agreement, Debtor shall, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain the existence of all of the Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Loan Agreement, (ii) the security interests permitted under the Loan Agreement, and (iii) the licenses permitted under Section 3(e) below.

(c) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Secured Party, except as otherwise permitted herein or in the Loan Agreement. Nothing in this Agreement shall be deemed a consent by Secured Party to any such action, except as such action is expressly permitted hereunder.

(d) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents requested at any time by Secured Party to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Collateral. Debtor further authorizes Secured Party to have this Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

(e) As of the date hereof, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(f) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation, only upon the occurrence and during the continuance of an Event of Default (as defined herein), of the assignment, sale or other disposition

of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder.

(g) Secured Party may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Secured Party to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, reasonable attorneys' fees and legal expenses. Debtor shall be liable to Secured Party for any such payment, which payment shall be deemed an advance by Secured Party to Debtor, shall be payable on demand together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(h) Debtor shall not file any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, unless Debtor has given Secured Party fifteen (15) days prior written notice of such action. If, after the date hereof, Debtor shall (i) obtain any registered trademark or trade name, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States, any State thereof, any political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Secured Party, Debtor shall promptly execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be requested by Secured Party to evidence the security interest in and conditional assignment of such Trademark in favor of Secured Party, for itself and the benefit of Lenders.

(i) Debtor has not abandoned any of the Trademarks and Debtor will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, invalidated, unenforceable, avoided, or avoidable; provided, that, so long as no Event of Default shall exist or have occurred and be continuing, Debtor may abandon or cancel such Trademarks which are not material and are no longer used or useful in the business of Debtor or any of its affiliates or subsidiaries and does not appear on or is otherwise not affixed to or incorporated in any Inventory (as defined in the Loan Agreement) or Equipment (as defined in the Loan Agreement) or necessary in connection with the Records (as defined in the Loan Agreement) and has a minimal value. Debtor shall notify Secured Party immediately if it knows or has reason to know of any reason why any application, registration, or recording with respect to the Trademarks may become abandoned, canceled, invalidated, avoided, or avoidable.

(j) Debtor shall render any assistance, as Secured Party shall determine is reasonably necessary, to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and

registration of the Trademarks as Debtor's exclusive property and to protect Secured Party's and Lenders' interests therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(k) To Debtor's knowledge, no material infringement or unauthorized use presently is being made of any of the Trademarks by a third party that would adversely affect in any material respect the fair market value of the Trademarks (or related Collateral) or the benefits of this Agreement granted to Secured Party, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Secured Party hereunder. Debtor shall promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any Trademark or is likely to cause confusion with any Trademark. If requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in Secured Party's reasonable discretion, may deem necessary for the protection of Secured Party's and Lenders' interests in and to the Trademarks.

(l) Debtor assumes all responsibility and liability arising from the use of the Trademarks and Debtor hereby indemnifies and holds Secured Party and Lenders harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(m) Debtor shall promptly pay Secured Party, for itself and/or the benefit of Lenders, for any and all expenditures made by Secured Party or any Lender pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and reasonable attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

4. EVENTS OF DEFAULT

The occurrence or existence of any Event of Default under the Loan Agreement is referred to herein individually as an "Event of Default" and collectively as "Events of Default".

5. RIGHTS AND REMEDIES

At any time upon the occurrence and during the continuance of an Event of Default, in addition to all other rights and remedies of Secured Party, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise,

Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

(a) Secured Party may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Secured Party may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Secured Party may determine.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, ten (10) days prior written notice by Secured Party to Debtor designating the time and place of any public sale or the time after which any private sale or other intended disposition of Collateral is to be made, shall be deemed to be reasonable notice thereof and Debtor waives any other notice with respect thereto. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, (i) Debtor shall be liable for any deficiency and (ii) any excess amounts therefrom that may be available after the payment and satisfaction in full of the Obligations in cash or other immediately available funds and the termination of the Loan Agreement shall be remitted to any person legally entitled thereto in accordance with applicable law.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Debtor agrees that Secured Party and Lenders have no obligation to preserve rights to the Trademarks against any other parties.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining

proceeds to such of the Obligations as Secured Party may in its discretion determine. Debtor shall remain liable to Secured Party for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Secured Party on demand any such unpaid amount, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement.

(f) Debtor shall, promptly upon request, supply to Secured Party or to Secured Party's designee, Debtor's knowledge and expertise relating to the manufacture, sale and distribution of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Secured Party or any Lender to take any such action at any time. All of Secured Party's and Lenders' rights and remedies, whether provided under this Agreement, the other Financing Agreements, applicable law, or otherwise, shall be cumulative and non-exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW

(a) The validity, interpretation and enforcement of this Agreement and the other Financing Agreements 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 regard to principals of conflicts of laws, but excluding any rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of Illinois.

(b) Debtor and Secured Party irrevocably consent and submit to the non-exclusive jurisdiction of the Circuit Court of Cook County, Illinois and the United States District Court for the Northern District of Illinois and waive 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 Financing Agreements or in any way connected or related or incidental to the dealings of Debtor and Secured Party or any Lender in respect of this Agreement or the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or thereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Secured Party shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Secured Party deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor 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 herein 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 Secured Party's option, by service upon Debtor in any other manner provided under the rules of any such courts. Within

thirty (30) days after such service, Debtor shall appear in answer to such process, failing which Debtor shall be deemed in default and judgment may be entered by Secured Party against Debtor for the amount of the claim and other relief requested.

(d) DEBTOR AND SECURED PARTY EACH 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 FINANCING AGREEMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND SECURED PARTY OR ANY LENDER IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND SECURED PARTY EACH 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 DEBTOR OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND SECURED PARTY TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Secured Party and Lenders shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Secured Party or such Lender that the losses were the result of acts or omissions constituting gross negligence or willful misconduct. In any such litigation, Secured Party and Lenders shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement and the other Financing Agreements.

7. MISCELLANEOUS

(a) All notices, requests and demands hereunder shall be in writing and deemed to have been given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor: Prevo's Family Markets, Inc.
 850 76th St. SW
 P.O. Box 8700

If to Secured Party
and Lenders:

Grand Rapids, Michigan 49518-8700
Attention: Mr. David Staples
Telephone No.: 616-878-8315
Telecopy No.: 616-878-2775
Congress Financial Corporation (Central)
150 South Wacker Drive
Suite 2200
Chicago, Illinois 60606-4202
Attention: Portfolio Manager
Telephone No.: 312-739-2210
Telecopy No.: 312-444-9423

(b) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor, Secured Party and any Lender pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 7(e) hereof or cured, as determined by Secured Party. All references to the term "Person" or "person" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof.

(c) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Secured Party and Lenders and their respective successors and assigns.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Secured Party. Secured Party and Lenders shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of

Secured Party and Debtor. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Secured Party or any Lender of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Secured Party or such Lender would otherwise have on any future occasion, whether similar in kind or otherwise.

(f) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

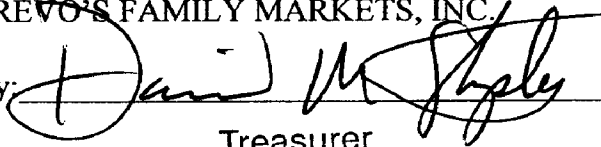
(g) Upon the payment and satisfaction in full of the Obligations in cash or other immediately available funds and the termination of the Loan Agreement, this Agreement shall terminate and Secured Party shall, upon Debtor's written request and at Debtor's expense, execute and deliver to Debtor such documents, instruments and agreements that may be necessary to effectuate such termination.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

PREVO'S FAMILY MARKETS, INC.

By:

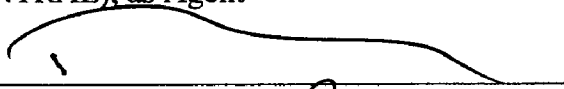


Treasurer

Title:

CONGRESS FINANCIAL CORPORATION
(CENTRAL), as Agent

By:



Title:

SVP

STATE OF Illinois)
) ss.:
COUNTY OF COOK)

On the 23 day of December, 2003, before me personally came DAVID M STAPLES, to me known, who being by me duly sworn, did depose, acknowledge and say that he/she is the Treasurer of PREVO'S FAMILY MARKETS, INC., the corporation which executed the foregoing instrument and that he/she signed his/her name thereto by order of the board of directors of such corporation.



Veronica Clark
Notary Public

STATE OF Illinois)
) ss.:
COUNTY OF Cook)

On this 23rd day of December, 2003, before me personally came Richard A. Dickel to me known, who, being duly sworn, did depose and say, that he/she is the VP of CONGRESS FINANCIAL CORPORATION (CENTRAL), the corporation described in and which executed the foregoing instrument and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.



Margaret V. Brueck
Notary Public

EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

PREVO'S FAMILY MARKETS, INC.

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Renewal/Affidavit Date</u>
APPLE MARKET AND DESIGN	M01-426	1/29/1997	1/29/2007

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Renewal/Affidavit Date</u>
APPLE MARKET BRINGING THE FRESHEST FOOD TO YOUR NEIGHBORHOOD AND DESIGN	M01-425	1/29/1997	1/29/2007

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Renewal/Affidavit Date</u>
AROMA STREET	2673021	1/7/2003	1/7/2009

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Renewal/Affidavit Date</u>
AROMA STREET	2743470	7/29/2003	7/29/2009

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Renewal/Affidavit Date</u>
AROMA STREET	Pending	Pending	N/A

<u>Application Country/State</u>	<u>Application/Serial Number</u>	<u>Application Date</u>
United States	78/290156	8/21/2003

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Renewal/Affidavit Date</u>
AROMA STREET	Pending	Pending	N/A
<u>Application Country/State</u>	<u>Application/Serial Number</u>	<u>Application Date</u>	
United States	78/290152	8/21/2003	

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Renewal/Affidavit Date</u>
BAYBERRY FARMS	2775912	10/21/2003	10/21/2009

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Renewal/Affidavit Date</u>
BAYBERRY FARMS	Pending	Pending	N/A
<u>Application Country/State</u>	<u>Application/Serial Number</u>	<u>Application Date</u>	
United States	76/331630	10/29/2001	

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Renewal/Affidavit Date</u>
DAKOTA GLOVE COMPANY AND DESIGN	2273791	8/31/1999	8/31/2005

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Renewal/Affidavit Date</u>
DEALS FOR A DOLLAR	2713658	5/6/2003	5/6/2009

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Renewal/Affidavit Date</u>
EASY CHOICE NETWORK	1747907	1/19/1993	1/19/2009

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Renewal/Affidavit Date</u>
FROM CONCEPT TO REALITY	1594552	5/1/1990	5/1/2010

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Renewal/Affidavit Date</u>
HEALTH COUNTS and Design	M04-264	9/25/2002	9/25/2012

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Renewal/Affidavit Date</u>
HEALTH COUNTS and Design	1342001	9/20/2002	9/20/2012

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Renewal/Affidavit Date</u>
HOMEHARVEST	2362786	6/27/2000	6/27/2006

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Renewal/Affidavit Date</u>
HOW LOW CAN LOW PRICES GO	Pending	Pending	N/A
<u>Application Country/State</u>	<u>Application/Serial Number</u>	<u>Application Date</u>	
United States	78/315643	10/20/2003	

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Renewal/Affidavit Date</u>
RANCHER'S PRIDE	Pending	Pending	N/A
<u>Application Country/State</u>	<u>Application/Serial Number</u>	<u>Application Date</u>	
United States	76/325671	10/16/2001	

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Renewal/Affidavit Date</u>
RANCHER'S PRIDE	Pending	Pending	N/A
<u>Application Country/State</u>	<u>Application/Serial Number</u>	<u>Application Date</u>	
United States	78/289970	8/21/2003	

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Renewal/Affidavit Date</u>
ROLLING RANCH MEATS	2636887	10/15/2002	10/15/2008

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Renewal/Affidavit Date</u>
S (STYLIZED)	2000-0502	9/27/2000	9/27/2010

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Renewal/Affidavit Date</u>
S (STYLIZED)	2000-0504	9/27/2000	9/27/2010

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Renewal/Affidavit Date</u>
S (STYLIZED)	2000-0501	9/27/2000	9/27/2010

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Renewal/Affidavit Date</u>
S (STYLIZED)	2000-0500	9/27/2000	9/27/2010

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Renewal/Affidavit Date</u>
S (STYLIZED)	2000-0503	9/27/2000	9/27/2010

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Renewal/Affidavit Date</u>
S (STYLIZED)	M08-029	5/11/1979	5/11/2009

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Renewal/Affidavit Date</u>
S (STYLIZED)	TM8921	10/16/2000	10/16/2010

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Renewal/Affidavit Date</u>
S (STYLIZED)	TM8924	4/10/1980	4/10/2010

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Renewal/Affidavit Date</u>
S (STYLIZED)	TM8922	4/10/1980	4/10/2010

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Renewal/Affidavit Date</u>
S (STYLIZED)	TM8925	4/10/1980	4/10/2010

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Renewal/Affidavit Date</u>
S (STYLIZED)	TM8923	4/10/1980	4/10/2010

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Renewal/Affidavit Date</u>
SAVORY STREET	2743422	7/29/2003	7/29/2009

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Renewal/Affidavit Date</u>
SAVORY STREET	Pending	Pending	N/A

<u>Application Country/State</u>	<u>Application/Serial Number</u>	<u>Application Date</u>
United States	78/289805	8/21/2003

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Renewal/Affidavit Date</u>
SERVING YOU MORE CONVENIENCE ONLINE and Design	2496184	10/9/2001	10/9/2007

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Renewal/Affidavit Date</u>
SERVING YOU MORE FRESHNESS and Design	2563619	4/23/2002	4/23/2008

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Renewal/Affidavit Date</u>
SPARTAN	2000-0498	9/27/2000	9/27/2010

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Renewal/Affidavit Date</u>
SPARTAN	2000-0495	9/27/2000	9/27/2010
<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Renewal/Affidavit Date</u>
SPARTAN	2000-0497	9/27/2000	9/27/2010
<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Renewal/Affidavit Date</u>
SPARTAN	2000-0496	9/27/2000	9/27/2010
<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Renewal/Affidavit Date</u>
SPARTAN	2000-0499	9/27/2000	9/27/2010
<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Renewal/Affidavit Date</u>
SPARTAN	M02-460	9/1/2000	9/1/2010
<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Renewal/Affidavit Date</u>
SPARTAN	2000-0495	9/27/2000	9/27/2010
<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Renewal/Affidavit Date</u>
SPARTAN	TM8928	4/10/1980	4/10/2010
<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Renewal/Affidavit Date</u>
SPARTAN	TM8929	4/10/1980	4/10/2010
<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Renewal/Affidavit Date</u>
SPARTAN	TM8926	4/10/1980	4/10/2010

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Renewal/Affidavit Date</u>
SPARTAN	TM8927	4/10/1980	4/10/2010

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Renewal/Affidavit Date</u>
SPARTAN	TM8930	4/10/1980	4/10/2010

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Renewal/Affidavit Date</u>
SPARTAN	1659080	10/1/1991	10/1/2011

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Renewal/Affidavit Date</u>
SPARTAN BRAND PRODUCTS MAKE MEALTIME EASY AND DESIGN	5010-375OA	4/25/1996	4/25/2006

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Renewal/Affidavit Date</u>
SPARTAN BRAND PRODUCTS MAKE MEALTIME EASY AND DESIGN	M00-931	6/3/1996	6/3/2006

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Renewal/Affidavit Date</u>
SPARTAN BRAND PRODUCTS MAKE MEALTIME EASY AND DESIGN	69519	3/25/1996	3/25/2006

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Renewal/Affidavit Date</u>
SPARTAN STORES	M75-070	10/12/1989	10/12/2009

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Renewal/Affidavit Date</u>
SPARTAN STORES	M30-31	5/11/1979	5/11/2009

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Renewal/Affidavit Date</u>
SURPRISING SAVINGS!	Pending	Pending	N/A

<u>Application Country/State</u>	<u>Application/Serial Number</u>	<u>Application Date</u>
United States	78/315641	10/20/2003

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Renewal/Affidavit Date</u>
UNIQUEST	2522532	12/25/2001	12/25/2007

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Renewal/Affidavit Date</u>
VALU LAND	M01-159	6/18/1996	6/18/2006

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Renewal/Affidavit Date</u>
WINDMILL DAIRY	2589829	7/2/2002	7/2/2008

EXHIBIT B
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

LIST OF LICENSES

PREVO'S FAMILY MARKETS, INC.

<u>Name of Document</u>	<u>Date of Document</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Term</u>	<u>Licensed Intellectual Property</u>
Nonexclusive Trademark License Agreement	April 1, 2002	Prevo's Family Markets, Inc.	Spartan Stores Distribution, LLC	Until terminated	Registered and unregistered trademarks and service marks