

03-08-2004

3-8-04

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/21) Tab settings



102764481

HEET -Y 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.

1. Name of conveying party(ies):

ABN AMRO BANK, N.V., as Collateral Agent

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other Bank of the Netherlands

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

2. Name and address of receiving party(ies)

Name: SEAWAY FOOD TOWN, INC.

Internal

Address:

Street Address: 850 76th Street S.W.

City: Grand Rapids State: Mi Zip: 49518

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Release of Security Interest

Execution Date: 12/23/2003

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

See Schedule A Attached Hereto

B. Trademark Registration No.(s)

See Schedule 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:

13

7. Total fee (37 CFR 3.41) \$ 340.00

- 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

Signature

3/5/04 Date

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

03/08/2004 LMUELLER 00000052 1133426

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

01 FC:8521 02 FC:8522

40.00 DP 300.00 DP

Schedule A

to

Trademark Security Agreement

Dated as of August 1, 2000

**Trademarks**

<u>Trademark</u>	<u>Registration Date</u>	<u>Registration No.</u>
Balduf (Script)		1,133,426
Valley Farms		1,338,274
Balduf & Baker's Head		1,410,805

**Service Marks**

<u>Service Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
Food Town Plus		1,637,185
Food Town Supermarkets		1,638,686
Pluschek!		2,026,365
Valley Farm Foods		1,189,602
Bag Man		1,680,620
Floral Plus		2,041,532
Bag Man		2,249,646
Shoo the Flu		1,901,027
The Right Mix & Design		2,304,216
KIDALERT CAPSULE & Design		2,357,638

**Trademark and Service Mark Applications**

None.

RELEASE OF TRADEMARKS

THIS RELEASE OF TRADEMARKS is dated as of December 12, 2003 by ABN AMRO Bank N.V., as Collateral Agent ("ABN").

WHEREAS, ABN and Seaway Food Town, Inc. ("Borrower"), entered into that certain Trademark Security Agreement (the "Trademark Security Agreement"), dated as of August 1, 2000;

WHEREAS, the Trademark Security Agreement granted ABN a security interest in, among other things, certain trademarks, tradenames, trademark registrations, service marks, trade styles, terms, designs and trademark applications ("Trademarks"), including, without limitation, the Trademarks listed on Schedule I attached hereto as security for certain obligations of Borrower to ABN (the "Obligations");

WHEREAS, ABN recorded the Trademark Security Agreement on August 25, 2000 at Reel 002141, Frame 0912 in the United States Patent and Trademark Office; and

WHEREAS, Borrower has satisfied all of the Obligations and has requested that ABN release its security interests in the Trademarks.

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

ABN hereby fully releases and terminates its security interests in and liens on:

(a) all of Borrower's now existing or hereafter acquired right, title and interest in and to: all Trademarks which are now filed with the U.S. Patent and Trademark Office, any similar office or agency of any state, territory or possession of the United States or Canada or any similar office or agency of any other country or used in the United States, any state, territory or possession thereof including, without limitation, Puerto Rico, or any other country, and (i) any renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due 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 thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all documents, packages, prints and labels on which said Trademarks have appeared and all designs and general intangibles of a like nature, and (v) all rights corresponding thereto throughout the world;

(b) the goodwill of Borrower's business connected with or symbolized by Trademarks; and

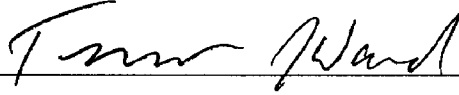
(c) any and all of the proceeds of any of the foregoing, including, without limitation, any claims by Borrower against third parties for infringement of the Trademarks or of any license with respect thereto.

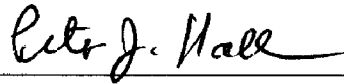
ABN further agrees, at the sole cost and expense of Borrower, to perform all acts reasonably necessary to effect the release and termination of its security interest and liens, including, but not limited to the recording, filing and entering into any agreements, documents, forms or papers needed to accomplish such release and termination.

[Signature page follows]

IN WITNESS WHEREOF, ABN has caused this Release of Trademarks to be duly executed as of the day and year first above written.

ABN AMRO BANK N.V.,  
AS COLLATERAL AGENT

By:   
Name: TERRENCE J. WARD  
Title: Senior Vice President

By:   
Name: Peter J. Hallan  
Title: Vice President

Schedule A

to

Trademark Security Agreement

Dated as of August 1, 2000

**Trademarks**

<u>Trademark</u>	<u>Registration Date</u>	<u>Registration No.</u>
Balduf (Script)		1,133,426
Valley Farms		1,338,274
Balduf & Baker's Head		1,410,805

**Service Marks**

<u>Service Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
Food Town Plus		1,637,185
Food Town Supermarkets		1,638,686
Pluschek!		2,026,365
Valley Farm Foods		1,189,602
Bag Man		1,680,620
Floral Plus		2,041,532
Bag Man		2,249,646
Shoo the Flu		1,901,027
The Right Mix & Design		2,304,216
KIDALERT CAPSULE & Design		2,357,638

**Trademark and Service Mark Applications**

None.