

TRADEMARK COLLATERAL AGREEMENT

This 31st day of August, 2004, ROSAUERS SUPERMARKETS, INC., a Washington corporation ("*Debtor*") with its principal place of business and mailing address at 7511 N. Freya, P.O. Box 3365, Spokane, Washington 99220-3365, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris Trust and Savings Bank, an Illinois banking corporation with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, as collateral agent for the benefit of the Secured Creditors (as defined in the Security Agreement referenced below), and its successors and assigns ("*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Secured Party, as collateral agent (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

ROSAUERS SUPERMARKETS, INC.

By 
Name: Laurie Bigej
Its Secretary and Treasurer

HARRIS TRUST AND SAVINGS BANK

By _____
Name _____
Its _____

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

ROSAUERS SUPERMARKETS, INC.

By _____
Name: Laurie Bigej
Its Secretary and Treasurer

HARRIS TRUST AND SAVINGS BANK

By CSM
Name C. SCOTT RALE
Its VICE PRESIDENT

[Signature Page to Trademark Collateral Agreement]

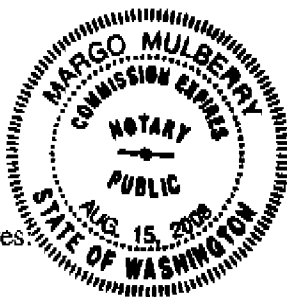
TRADEMARK
REEL: 002933 FRAME: 0317

STATE OF WASHINGTON)
) SS
COUNTY OF SPOKANE)

I, Margo Mulberry, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Laurie Bigej, Secretary and Treasurer of ROSAUERS SUPERMARKETS, INC., a Washington corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Secretary and Treasurer, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 30th day of August, 2004.

(NOTARIAL SEAL)



My Commission Expires:

08/15/08


Margo Mulberry
Notary Public

MARGO MULBERRY
(Type or Print Name)

STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

I, David B. Roberts, Notary Public in and for said County, in the State aforesaid, do hereby certify that C. Scott Place, Vice President of Harris Trust and Savings Bank, an Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President the said instrument as his/her own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, as of this 31st day of August, 2004.



 Notary Public

David B Roberts

 (Type or Print Name)

(Notarial Seal)

Commission Expires:



SCHEDULE A-1**TO TRADEMARK COLLATERAL AGREEMENT****INTELLECTUAL PROPERTY RIGHTS****TRADEMARKS**

NAME	EXPIRATION DATE	RENEWAL DATE	DATE RENEWED
Cat's Meow [MT - 16721-131(17)]	Oct 3, 2001	July 3, 2001	
Cat's Meow [MT - 16720-131(16)]	Oct 3, 2001	July 3, 2001	
Cat's Meow [OR - 5597-R]	Mar 3, 2001	Jan 3, 2001	
Pinehill [WA - 7375-R]	Oct 15, 2000	Aug 15, 2000	
Price chopper [ID - 14349]	Mar 10, 2004	Jan 10, 2004	
Shop Rite [ID - 7655]	Jan 16, 2005	Nov 16, 2004	
Shop Rite [MT - 17930-13(16)]	Oct 1, 2004	Aug 1, 2004	
Super 1 Foods [ID - 12792]	Nov 13, 2009	Sep 13, 2009	
"We Set The Standard"			
Super 1 Foods [ID - 12811]	Dec 1, 2009	Oct 1, 2009	
Super 1 Foods [MT - 28034-1074(10)] 56195	Oct 28, 2001	Aug 28, 2001	
Hamilton Super 1 Foods [MT - 37193]	Nov 1, 2003	Sep 1, 2003	
Missoula Super 1 Foods [MT - 37194]	Nov 1, 2003	Sep 1, 2003	
Super 1 Foods [MT-116(19)-15394]	Nov 1, 2008	Sep 1, 2008	
Super I Foods [WA - 18595]	Jan 11, 2005	Nov 11, 2004	
Thrift [MT - 15121]	Feb 16, 2008	Dec 15, 2007	
Triple T [WA - 5842]	Dec 22, 2001	Oct 22, 2001	

TRADEMARKS

U.S. Trademark Registration No. 1,336,061
"Rosauers"

U.S. Trademark Registration No. 1,382,550
"Rosauers" — International Class 29

U.S. Trademark Registration No. 1,370,405
"Rosauers" — International Class 30

U.S. Trademark Registration No. 1,368,584
"Rosauers" — International Class 5

U.S. Trademark Registration No. 1,371,846
"Rosauers Supermarkets" — International Class 42

U.S. Trademark Registration No. 1,087,740
"Aisle One" — International Class 16

State of Washington Trademark No. 4873
"Butter-Bake Shoppe" — Class 30

State of Washington Trademark Registration No. 025777
"Huckleberry's Fresh Market" — Class 42

State of Washington Trademark Registration No. 025862
"Huckleberry's Fresh Market" — Class 42

State of Montana Trademark Registration No. 14158
"Country Fresh" — Class tt

**SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT**

TRADEMARK LICENSES

None