

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------------|----------|----------------|-----------------------|
| Houchens Food Group, Inc. | | 04/11/2005 | CORPORATION: KENTUCKY |

RECEIVING PARTY DATA

| | |
|-----------------|-----------------------------------|
| Name: | JPMorgan Chase Bank, N.A. |
| Street Address: | 131 South Dearborn St., IL 1-0365 |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60603 |
| Entity Type: | National Association: |

PROPERTY NUMBERS Total: 9

| Property Type | Number | Word Mark |
|----------------------|---------|--|
| Registration Number: | 1827893 | HOUCHENS |
| Registration Number: | 2009509 | CROSS ROADS COUNTRY FRESH QUALITY PORK |
| Registration Number: | 1890005 | HOUCHENS OUR SPECIAL |
| Registration Number: | 1901824 | HOUCHENS |
| Registration Number: | 1888670 | COON CREEK COUNTRY HAM |
| Registration Number: | 1893238 | HOUCHENS FAMILY TRADITIONS |
| Registration Number: | 2667221 | VAL-U SPOT |
| Registration Number: | 2670168 | VAL-U-SPOT |
| Registration Number: | 2878657 | CLOSE TO HOME |

CORRESPONDENCE DATA

Fax Number:

(214)981-3400

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone:

214-981-3483

Email:

dclark@sidley.com

Correspondent Name:

Dusan Clark, Esq.

TRADEMARK
REEL: 003064 FRAME: 0929

CH \$240.00 1827893

Address Line 1: Sidley Austin Brown & Wood LLP
Address Line 2: 717 N. Harwood St., Suite 3400
Address Line 4: Dallas, TEXAS 75201

NAME OF SUBMITTER:

Dusan Clark

Signature:

/Dusan Clark/

Date:

04/12/2005

Total Attachments: 26

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Security Agreement") is entered into as of April 11, 2005 by and between HOUCHENS FOOD GROUP, INC., a Kentucky corporation (the "Grantor"), and JPMORGAN CHASE BANK, N.A., as Administrative Agent (the "Administrative Agent"), for the benefit of the Holders of Secured Obligations under the Credit Agreement defined below.

W I T N E S S E T H :

WHEREAS, the Grantor, the financial institutions party thereto from time to time as lenders (collectively, the "Lenders"), and the Administrative Agent have entered into that certain Credit Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), which Credit Agreement provides, subject to the terms and conditions thereof, for extensions of credit and other financial accommodations by the Lenders to or for the benefit of the Grantor;

WHEREAS, the Grantor, certain of its Affiliates, and the Administrative Agent have entered into that certain Pledge and Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Grantor has granted a security interest in certain of its assets to the Administrative Agent for the benefit of the Holders of Secured Obligations; and

WHEREAS, the Administrative Agent and the Lenders have required the Grantor to execute and deliver this Agreement (i) in order to secure the prompt and complete payment, observance and performance of all of the Secured Obligations and (ii) as a condition precedent to any extension of credit or other financial accommodations to the Grantor under the Credit Agreement;

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

SECTION 1. Defined Terms.

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Credit Agreement shall have the meaning specified for such term in the Credit Agreement. Unless otherwise defined herein or in the Credit Agreement, each capitalized term used herein that is defined in the Security Agreement shall have the meaning specified for such term in the Security Agreement.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

SECTION 2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

SECTION 3. Incorporation of the Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

SECTION 4. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, for the benefit of the Holders of Secured Obligations, a security interest in, as and by way of a mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of the Grantor's now owned or existing and hereafter acquired or arising:

(a) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and 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, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of the Grantor's business symbolized by the foregoing and connected therewith, and (v) all of the Grantor's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (i)-(v) in this paragraph 4(a), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(b) rights under or interest in any trademark license agreements or service mark license agreements with any other party, whether the Grantor is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on Schedule B attached hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by the Grantor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses").

SECTION 5. Restrictions on Future Agreements. The Grantor will not, without the Administrative Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and the Grantor further agrees that it will not take any action, and will use its commercially reasonable best efforts not to permit any action to be taken by others, including, without limitation, licensees, or

fail to take any action, which would in any respect affect the validity or enforcement of the rights transferred to the Administrative Agent under this Agreement or the rights associated with the Trademarks or Licenses.

SECTION 6. New Trademarks and Licenses. The Grantor represents and warrants that, from and after the Closing Date, (a) the Trademarks listed on Schedule A include all of the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications now owned or held by the Grantor, (b) the Licenses listed on Schedule B include all of the trademark license agreements and service mark license agreements under which the Grantor is the licensee or licensor and (c) no liens, claims or security interests in such Trademarks and Licenses have been granted by the Grantor to any Person other than the Administrative Agent. If, prior to the termination of this Agreement, the Grantor shall (i) obtain rights to any new trademarks, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) become entitled to the benefit of any trademarks, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor, or (iii) enter into any new trademark license agreement or service mark license agreement, the provisions of paragraph 4 above shall automatically apply thereto. The Grantor shall give to the Administrative Agent written notice of events described in clauses (i), (ii) and (iii) of the preceding sentence promptly after the occurrence thereof, but in any event not later than the end of the quarter in which such events occur. The Grantor hereby authorizes the Administrative Agent to modify this Agreement unilaterally (i) by amending Schedule A to include any future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and by amending Schedule B to include any future trademark license agreements and service mark license agreements, which are Trademarks or Licenses under paragraph 4 above or under this paragraph 6, and (ii) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule A or B thereto, as the case may be, such future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, and trademark license agreements and service mark license agreements.

SECTION 7. Royalties. The Grantor hereby agrees that the use by the Administrative Agent of the Trademarks and Licenses as authorized hereunder in connection with the Administrative Agent's exercise of its rights and remedies under paragraph 15 or pursuant to Section 5.2 of the Security Agreement shall be coextensive with the Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Administrative Agent to the Grantor.

SECTION 8. Right to Inspect. The Administrative Agent may at all reasonable times, during the Grantor's business hours, upon reasonable prior notice (and at any time when a Default exists) have access to, examine, audit, make copies (at the Grantor's expense) and extracts from and inspect the Grantor's premises and examine the Grantor's books, records and operations relating to the Trademarks and Licenses; provided, that in conducting such inspections and examinations, the Administrative Agent shall use reasonable efforts not to disturb unnecessarily the conduct of the Grantor's ordinary business operations. After the

occurrence and during the continuance of a Default, the Grantor agrees that the Administrative Agent, or a conservator appointed by the Administrative Agent, shall have the right to establish such reasonable additional product quality controls as the Administrative Agent or such conservator, in its sole and absolute judgment, may deem necessary to assure maintenance of the quality of products sold by the Grantor under the Trademarks and the Licenses or in connection with which such Trademarks and Licenses are used. The 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 and express written consent of the Administrative Agent, (ii) to maintain the quality of such products as of the date hereof, and (iii) not to reduce the quality of such products in any material respect without the Administrative Agent's prior and express written consent.

SECTION 9. Nature and Continuation of the Administrative Agent's Security Interest; Termination of the Administrative Agent's 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 terminate only when the Secured Obligations have been paid in full in cash and the Credit Agreement and the Security Agreement have been terminated. When this Agreement has terminated, the Administrative Agent shall promptly execute and deliver to the Grantor, at the Grantor's expense, all termination statements and other instruments as may be necessary or proper to terminate the Administrative Agent's security interest in the Trademarks and the Licenses, subject to any disposition thereof which may have been made by the Administrative Agent pursuant to this Agreement or the Security Agreement.

SECTION 10. Duties of the Grantor. The Grantor shall have the duty, to the extent desirable in the normal conduct of the Grantor's business, to: (i) prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, and (ii) make application for trademarks or service marks. The Grantor further agrees (i) not to abandon any Trademark, with the exception of any Trademark listed on Schedule A as of the date hereof, which Trademarks the Grantor may allow to lapse in the ordinary course, or any License without the prior written consent of the Administrative Agent, which shall not be unreasonably withheld, and (ii) to use its commercially reasonable best efforts to maintain in full force and effect the Trademarks and the Licenses that are or shall be necessary or economically desirable in the operation of the Grantor's business. The Grantor represents that no Trademark listed on Schedule A as of the date hereof is necessary to the operation of the Grantor's business. Any expenses incurred in connection with the foregoing shall be borne by the Grantor. Neither the Administrative Agent nor any of the Holders of Secured Obligations shall have any duty with respect to the Trademarks and Licenses. Without limiting the generality of the foregoing, neither the Administrative Agent nor any of the Holders of Secured Obligations shall be under any obligation to take any steps necessary to preserve rights in the Trademarks or Licenses against any other parties, but the Administrative Agent may do so at its option from and after the occurrence and during the continuance of a Default, and all expenses incurred in connection therewith shall be for the sole account of the Grantor and shall be added to the Secured Obligations secured hereby.

SECTION 11. The Administrative Agent's Right to Sue. After the occurrence and during the continuance of a Default, the Administrative Agent shall have the right, but shall not be

obligated, to bring suit in its own name to enforce the Trademarks and the Licenses and, if the Administrative Agent shall commence any such suit, the Grantor shall, at the request of the Administrative Agent, do any and all lawful acts and execute any and all proper documents reasonably required by the Administrative Agent in aid of such enforcement. The Grantor shall, upon demand, promptly reimburse the Administrative Agent for all costs and expenses incurred by the Administrative Agent in the exercise of its rights under this Section 11 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for the Administrative Agent).

SECTION 12. Waivers. The Administrative Agent's failure, at any time or times hereafter, to require strict performance by the Grantor of any provision of this Agreement shall not waive, affect or diminish any right of the Administrative Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between the Grantor and the Administrative Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of the Grantor contained in this Agreement shall be deemed to have been suspended or waived by the Administrative Agent unless such suspension or waiver is in writing signed by an officer of the Administrative Agent and directed to the Grantor specifying such suspension or waiver.

SECTION 13. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, 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.

SECTION 14. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 6 hereof or by a writing signed by the parties hereto.

SECTION 15. Cumulative Remedies; Power of Attorney. The Grantor hereby irrevocably designates, constitutes and appoints the Administrative Agent (and all Persons designated by the Administrative Agent in its sole and absolute discretion) as the Grantor's true and lawful attorney-in-fact, and authorizes the Administrative Agent and any of the Administrative Agent's designees, in the Grantor's or the Administrative Agent's name, to take any action and execute any instrument which the Administrative Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, after the occurrence and during the continuance of a Default and the giving by the Administrative Agent of notice to the Grantor of the Administrative Agent's intention to enforce its rights and claims against the Grantor, to (i) endorse the Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Administrative Agent in the use of the Trademarks or the Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the

Licenses, to anyone on commercially reasonable terms, and (iv) take any other actions with respect to the Trademarks or the Licenses as the Administrative Agent deems in its own or the Holders of Secured Obligations' best interest. The Grantor hereby ratifies all that such attorney 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 all of the Secured Obligations shall have been paid in full in cash and the Credit Agreement shall have been terminated. The Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Administrative Agent and the Holders of Secured Obligations under the Security Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

The Administrative 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 the Trademarks or the Licenses may be located or deemed located. Upon the occurrence of a Default and the election by the Administrative Agent to exercise any of its remedies under the Uniform Commercial Code with respect to the Trademarks and Licenses, the Grantor agrees to assign, convey and otherwise transfer title in and to the Trademarks and the Licenses to the Administrative Agent or any transferee of the Administrative Agent and to execute and deliver to the Administrative Agent or any such transferee all such agreements, documents and instruments as may be necessary, in the Administrative Agent's sole discretion, to effect such assignment, conveyance and transfer. All of the Administrative Agent's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by the Security Agreement, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence of a Default, the Administrative Agent may exercise any of the rights and remedies provided in this Agreement, the Security Agreement and any of the other Loan Documents. The Grantor agrees that any notification of intended disposition of any of the Trademarks and Licenses required by law shall be deemed reasonably and properly given if given at least ten (10) days before such disposition; provided, however, that the Administrative Agent may give any shorter notice that is commercially reasonable under the circumstances.

SECTION 16. Successors and Assigns. This Agreement shall be binding upon the Grantor and its successors and assigns, and shall inure to the benefit of each of the Holders of Secured Obligations and their nominees, successors and assigns. The Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for the Grantor; provided, however, that the Grantor shall not voluntarily assign or transfer its rights or obligations hereunder without the Administrative Agent's prior written consent.

SECTION 17. CHOICE OF LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAWS BUT OTHERWISE WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES) BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

SECTION 18. CONSENT TO JURISDICTION; JURY TRIAL.

(a) CONSENT TO JURISDICTION. THE GRANTOR HEREBY IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF THE STATE OR FEDERAL COURTS LOCATED IN THE BOROUGH OF MANHATTAN IN THE CITY OF NEW YORK, NEW YORK, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO ANY LOAN DOCUMENTS AND THE GRANTOR HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT AND IRREVOCABLY WAIVES ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT OR THAT SUCH COURT IS AN INCONVENIENT FORUM. NOTHING HEREIN SHALL LIMIT THE RIGHT OF THE ADMINISTRATIVE AGENT OR ANY HOLDER OF SECURED OBLIGATIONS TO BRING PROCEEDINGS AGAINST THE GRANTOR IN THE COURTS OF ANY OTHER JURISDICTION. ANY JUDICIAL PROCEEDING BY THE GRANTOR AGAINST THE ADMINISTRATIVE AGENT OR ANY HOLDER OF SECURED OBLIGATIONS OR ANY AFFILIATE OF THE ADMINISTRATIVE AGENT OR ANY HOLDER OF SECURED OBLIGATIONS INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT SHALL BE BROUGHT ONLY IN SUCH NEW YORK STATE, OR TO THE EXTENT PERMITTED BY LAW, FEDERAL COURT.

(b) WAIVER OF JURY TRIAL. THE GRANTOR HEREBY WAIVES TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE RELATIONSHIP ESTABLISHED THEREUNDER.

(c) ADVICE OF COUNSEL. EACH OF THE PARTIES REPRESENTS TO EACH OTHER PARTY HERETO THAT IT HAS DISCUSSED THIS AGREEMENT AND, SPECIFICALLY, THE PROVISIONS OF THIS SECTION 18 WITH ITS COUNSEL.

SECTION 19. Notices. All notices or other communications hereunder shall be given in the manner and to the address of the Borrower, in the case of the Grantor, and to the address of the Administrative Agent, in each case, as set forth in the Credit Agreement.

SECTION 20. Section Titles. The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

SECTION 21. 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.

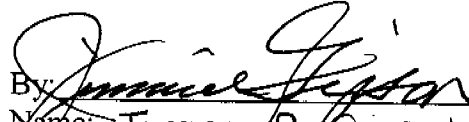
SECTION 22. Merger. This Agreement represents the final agreement of the Grantor and the Administrative Agent with respect to the matters contained herein and may not be

contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between the Grantor and the Administrative Agent.

[SIGNATURE PAGES TO FOLLOW]

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

HOUCHENS FOOD GROUP, INC.

By: 
Name: James P. Gipson
Title: President

ATTEST:

By: Dana Rae Zepher

Name: Dana Rae Zepher

Title: Notary Public

Acknowledged and Agreed:

JPMORGAN CHASE BANK, N.A., as the Administrative Agent

By: Steven G. Sutton

Name: Steven G. Sutton
Title: Senior Vice President

STATE OF Kentucky)
) SS
COUNTY OF Waller)

The foregoing Trademark Security Agreement was acknowledged before me this
6 day of April, 2005, by Timmie Bishop, an officer of
Henchins Food Group Inc., a Kentucky corporation, on behalf of such corporation.

Dana Rae Zepher
Notary Public
My commission expires: April 29, 2008

STATE OF KY)
COUNTY OF Warren) SS

The foregoing Trademark Security Agreement was acknowledged before me this
7 day of April, 2005, by Sasha Hatcher, a Notary of
[Warren Co.], a [] corporation, on behalf of such corporation.

Sasha Hatcher
Notary Public
My commission expires: May 10, 2008

SCHEDULE A
to
Trademark Security Agreement
Dated as of April 11, 2005

TRADEMARKS

| <u>Trademark</u> | <u>Registration Date</u> | <u>Registration No.</u> | <u>I.C. No.</u> |
|--|--------------------------|-------------------------|-----------------|
| HOUCHENS [and DESIGN] | March 22, 1994 | 1,827,893 | 42 |
| CROSS ROADS COUNTRY FRESH QUALITY PORK [and DESIGN] | October 22, 1996 | 2,009,509 | 29 |
| HOUCHENS OUR SPECIAL [and DESIGN] | April 18, 1995 | 1,890,005 | 29, 30 |
| HOUCHENS | June 27, 1995 | 1,901,824 | 29, 30 |
| COON CREEK COUNTRY HAM [and DESIGN] | April 11, 1995 | 1,888,670 | 29 |
| HOUCHENS FAMILY TRADITIONS [and DESIGN] | May 9, 1995 | 1,893,238 | 29, 32 |
| VAL-U-SPOT [and DESIGN] | December 24, 2002 | 2,667,221 | 35 |
| VAL-U-SPOT | December 31, 2002 | 2,670,168 | 35 |
| CLOSE TO HOME [and DESIGN] | August 31, 2004 | 2,878,657 | 35 |

TRADEMARKS AND SERVICE MARK APPLICATIONS

| <u>Trademark</u> | <u>Application Date</u> | <u>Serial No.</u> |
|------------------|-------------------------|-------------------|
| None. | | |

SCHEDULE B
to
Trademark Security Agreement
Dated as of April 11, 2005

LICENSE AGREEMENTS

| <u>Company</u> | <u>Store #</u> | <u>Street</u> | <u>City/State</u> |
|---|----------------------|-----------------------------|--------------------------|
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #70 | 2005B Memorial Road | Springfield, TN 37172 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #71 | P.O. Box 558 | Hardinsburg, KY 40143 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #72 | 262 W. Mill Creek Road | Radcliff, KY 40160 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #73 | 300 Lakeway Shopping Center | Campbellsville, KY 42718 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #74 | P.O. Box 356 | Elkton, KY 42220 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #75 | 8521 Terry Road | Louisville, KY 40258 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #76 | Box 1685 | London, KY 40473 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #77 | Box 449 Hwy 25 East | Barbourville, KY 40906 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #78 | 1645 S. Hwy. 25 W. | Williamsburg, KY 40769 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #79 | 1520 Cumberland Falls | Corbin, KY 40701 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #80 | P.O. Box 268 | Manchester, KY 40962 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #81 | 2010 Jacksboro Pike | Lafollette, TN 37766 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #82 | 120 Garrard Square | Garrard, KY 40941 |

| <u>Company</u> | <u>Store #</u> | <u>Street</u> | <u>City/State</u> |
|---|-----------------------|------------------------|--------------------------|
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #83 | 512 Clinch Ave. #5 | Clinton, TN 37716 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #84 | 3004 W. Andrew Jackson | Morristown, TN 37814 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #85 | 1225 S. Roane Street | Harriman, TN 37748 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #86 | P.O. Box 688 | Shepherdsville, KY 40165 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #87 | 8704 National Turnpike | Fairdale, KY 40118 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #88 | 135 West Elk Ave. | Elizabethton, TN 37643 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #89 | 0143 Cosby Hwy. | Newport, TN 37821 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #102 | U.S. Route 60, Box 757 | Cedar Grove, WV 25039 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #103 | Hwy. 60 & 39 Box 387 | Gauley Bridge, WV 25085 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #104 | 501 Blueville Dr. | Grafton, WV 26354 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #105 | 900 Wenonah Ave. | Pearisburg, VA 24201 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #106 | Box1536 | Welch, WV 24801 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #107 | 206 Main Street | Hinton, WV 25951 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #108 | 1004 E. Main Street | Pulaski, VA 24301 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #109 | 1055 Stafford Drive | Princeton, WV 24740 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #110 | 150 Value City Center | Beckley, WV 25801 |

SCHEDULE B

TRADEMARK
REEL: 003064 FRAME: 0945

| <u>Company</u> | <u>Store #</u> | <u>Street</u> | <u>City/State</u> |
|---|-----------------------|-------------------------------|------------------------|
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #111 | 920 14 th St. West | Huntington, WV 25704 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #112 | Airport Square | Bluefield, WV 24701 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #113 | 111 Eastern Heights | Huntington, WV 25705 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #114 | 3 rd Ave. Bldg. #2 | Chesapeake, OH 38583 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #115 | 2507 Gallia Street | Portsmouth, OH 45662 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #116 | Rt. 10 North | Pineville, WV 24874 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #117 | 1805 Broadway Ave | Parkersburg, WV 26101 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #118 | 201 Second Ave. | Richlands, VA 24641 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #119 | Tazewell Mall | Tazewell, VA 24651 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #120 | 5850 U.S. Hwy. 60 | Ashland, KY 41105 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #121 | 2310 Dawson Springs Rd. | Hopkinsville, KY 42240 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #122 | 3417 Breckinridge Lane | Louisville, KY 40220 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #123 | 2875 W. Parrish | Owensboro, KY 42301 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #124 | 607 Columbia Hwy. | Greensburg, KY 42743 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #125 | 350 Hwy. 62 West | Princeton, KY 42445 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #126 | 425 E. Center Street | Madisonville, KY 42431 |

SCHEDULE B

TRADEMARK
REEL: 003064 FRAME: 0946

| <u>Company</u> | <u>Store #</u> | <u>Street</u> | <u>City/State</u> |
|---|-----------------------|--------------------------|--------------------------|
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #127 | P.O. Box 177 | Brownsville, KY 40210 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #128 | 1191 Hillview Blvd. | Louisville, KY 40299 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #129 | 9521 Taylorsville Road | Jeffersontown, KY 40299 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #130 | 750 S. Tennessee | Murfreesboro, TN 37130 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #133 | P.O. Box 403 | Munfordville, KY 42765 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #134 | 105N English Street | Leitchfield, KY 42754 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #135 | P.O. Box 125 | Leitchfield, KY 42755 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #136 | 507 W. GL Smith Street | Morgantown, KY 42261 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #137 | 415 Burksville Road | Albany, KY 42602 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #138 | 1500 N. Main Street | Monticello, KY 42633 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #139 | 1407 Gallatin Road | Scottsville, KY 42164 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #140 | 207 White Oak Road | Jamestown, TN 38556 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #141 | 1017 Youngstown Plaza | Jeffersonville, IN 47130 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #142 | 160 Lebanon Trade Center | Lebanon, KY 40033 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #143 | 910 W. Main Street | Mt. Vernon, KY 40456 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #144 | P.O. Box 446 | Brandenburg, KY 40108 |

SCHEDULE B

TRADEMARK
REEL: 003064 FRAME: 0947

| <u>Company</u> | <u>Store #</u> | <u>Street</u> | <u>City/State</u> |
|---|-----------------------|-------------------------|-----------------------|
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #145 | 2327 Decherd Blvd. | Decherd, TN 37324 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #146 | 13205 Hwy. 28 | Whitwell, TN 37397 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #147 | 1701 Northtown Plz. | Oneida, TN 37841 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #148 | 1814 Triplett Street | Owensboro, KY 42301 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #149 | 5404 Charlotte Ave. | Nashville, TN 37209 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #150 | 400 S. Green Street | Glasgow, KY 42141 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #151 | 105 E. Guardian Ave. | Columbia, KY 42728 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #152 | 112 E. James Campbell | Columbia, TN 38401 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #153 | 111 Montgomery Street | Providence, KY 42450 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #154 | 1151 Ft. Campbell Blvd. | Clarksville, TN 37042 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #156 | 116 S. Wilow Ave. | Cookeville, TN 38501 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #157 | 15261 Lebanon Road | Old Hickory, TN 37138 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #158 | 325 N. Cumberland | Lebanon, TN 37087 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #159 | 351 E. Main Street | Gallatin, TN 37066 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #160 | 410 Hwy. 13 N. | Haleyville, AL 35565 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #162 | Hwy. 72 N. Rt. Box 111B | Bridgeport, AL 35740 |

SCHEDULE B

TRADEMARK
REEL: 003064 FRAME: 0948

| <u>Company</u> | <u>Store #</u> | <u>Street</u> | <u>City/State</u> |
|---|-----------------------|---------------------------------|-------------------------|
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #163 | 301B N. 12 th Street | Gadsden, AL 35901 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #164 | 3509 S. Broad Hwy. 79 | Scottsboro, AL 35768 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #165 | 5850 Hwy. 431 Suite 3 | Albertville, AL 35950 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #166 | 2330 Highway East 278 | Hokes Bluff, AL 35903 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #167 | 1520 6 th Ave. SE | Decatur AL 35601 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #168 | 2000 Gault Ave. North | Ft. Payne, AL 35967 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #169 | 3505 #5 Pulaski Pike | Huntsville, AL 35804 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #174 | 1100 E. Cumberland Gap Pwky | Corbin, KY 40701 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #175 | 221 Pioneer Village Drive | Mountain City, TN 37683 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #176 | 1424 Park Ave. N.W. | Norton, VA 24273 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #177 | 506 Bon Street | Lenoir City, TN 37771 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #178 | 108 S. Hall Road | Alcoa, TN 37701 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #179 | 1401 E. Stone Drive | Kingsport, TN 37660 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #180 | Hwy. 56 Box 578 | Celina, TN 38551 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #181 | 231 Northgate STE 216 | McMinnville, TN 37110 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #182 | 509 S. Congress Blvd. | Smithville, TN 37166 |

SCHEDULE B

TRADEMARK
REEL: 003064 FRAME: 0949

| <u>Company</u> | <u>Store #</u> | <u>Street</u> | <u>City/State</u> |
|---|-----------------------|-----------------------|--------------------------|
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #183 | 301 W. College Street | Fayetteville, TN 37334 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #184 | Box 477 E. Main | Livingston, TN 38570 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #185 | P.O. Box 706 | Gainesboro, TN 38562 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #186 | 1805 N. Roan Street | Johnson City, TN 37601 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #187 | 254 East Gains | Lawrenceburg, TN 38464 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #188 | 201 Elmore Street | Monterey, TN 38574 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #189 | 272 E. Broadway Blvd. | Jefferson City, TN 37760 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #190 | 1654 South Highland | Jackson, TN 38301 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #191 | 179 Mose Drive | Sparta, TN 38583 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #192 | 903 Hollywood | Jackson, TN 38301 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #193 | 1037 S. Riverside | Clarksville, TN 37040 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #194 | 3721 Clarksville Hwy. | Nashville, TN 37218 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #195 | 249 W. Summer Street | Greeneville, TN 37744 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #196 | P.O. Box 689 | Dayton, TN 37321 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #197 | 1101 Bluff City Hwy. | Bristol, TN 37620 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #198 | 3936 Ringold Road | East Ridge, TN 37412 |

SCHEDULE B

TRADEMARK
REEL: 003064 FRAME: 0950

| <u>Company</u> | <u>Store #</u> | <u>Street</u> | <u>City/State</u> |
|---|-----------------------|--------------------------------|-------------------------|
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #199 | P.O. Box 849 | Wartburg, TN 37887 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #202 | 244 First St. SW | Alabaster, AL 35007 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #203 | 3108 McClellan Blvd. | Anniston, AL 36201 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #204 | 1292 Forestdale Blvd. | Forestdale, AL 35214 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #205 | 802 Pelham Rd. South | Jacksonville, AL 36265 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #206 | 680 Hwy. 78 West | Jasper, AL 35501 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #207 | 3067 McFarland Blvd. | Northport, AL 35476 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #208 | 929 Second Ave. East | Oneonta, AL 35121 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #209 | 967 26 th Ave. East | Tuscaloosa, AL 35404 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #211 | 214 W. Lawrence Street | Russellville, AL 35653 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #221 | 2622 Gallatin Road | Nashville, TN 37203 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #222 | 1202 Gallatin Pike South | Madison, TN 37115 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #230 | 348 College Street | Bowling Green, KY 42101 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #231 | 2706 Russellville Road | Bowling Green, KY 42101 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #232 | Hwy. 100 | Russellville, KY 42276 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #233 | 1120 Nashville Road | Franklin, KY 42134 |

SCHEDULE B

TRADEMARK
REEL: 003064 FRAME: 0951

| <u>Company</u> | <u>Store #</u> | <u>Street</u> | <u>City/State</u> |
|---|-----------------------|----------------------------|------------------------|
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #234 | 9524 Old Happy Valley Rd. | Cave City, KY 42127 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #235 | 1512 W. Everly Bros. Blvd. | Central City, KY 42330 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #236 | 1848 North Main Street | Beaver Dam, KY 42320 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #237 | 2735 Ft. Campbell Blvd. | Hopkinsville, KY 42240 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #238 | 213 East Hwy 66 | Tell City, IN 47586 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #240 | 930 Tucker Drive | Maysville, KY 41056 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #241 | Rt. 519 & Lee Clay Ave. | Morehead, KY 40351 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #242 | 584 State Route 1947 | Grayson, KY 41143 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #243 | Rt. 7 Box 20110 | Louisa, KY 41230 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #244 | 2017 E. Main Street | Oak Hill, WV 25901 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #245 | P.O. Box 937 | Danville, WV 25053 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #246 | P.O. Box 1087 | Clendenin, WV 25045 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #247 | 840 Broad Street | Summersville, WV 26651 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #248 | East Main Street | Spencer, WV 25276 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #249 | 52 Arnold Ave. | Weston, WV 26452 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #302 | 220 South Geddes Plaza | Syracuse, NY 13204 |

SCHEDULE B

TRADEMARK
REEL: 003064 FRAME: 0952

| <u>Company</u> | <u>Store #</u> | <u>Street</u> | <u>City/State</u> |
|---|-----------------------|-------------------------|--------------------------|
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #304 | 5770 S. Transit Road | Lockport, NY 14094 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #305 | 836 Goodman Ave. #20 | Rochester, NY 14646 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #307 | 1020 Center Street | Horsehead, NY 14845 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #308 | 1111 St. Rt. 222 | Cortland, NY 13045 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #309 | 308 William Street | Elmira, NY 14901 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #310 | 1075 Ridge Rd. East #27 | Rochester, NY 14621 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #311 | 1725 Elmwood Ave. | Niagra Falls, NY 14301 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #312 | 2160 Genesee Street | Buffalo, NY 14211 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #313 | 284 Ontario Street | Buffalo, NY 14207 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #314 | 500 Butternut Street | Syracuse, NY 13208 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #315 | 569 Lyell Avenue | Rochester, NY 14606 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #316 | 380 Central Park Plaza | Buffalo, NY 14214 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #402 | 1468 S. Hwy. 52 | Mt. Airy, NC 27030 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #404 | 202 Northview Plaza | N. Wilkesboro, NC 28659 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #501 | 2911 Lafayette Rd. | Ft. Oglethorpe, GA 30742 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #502 | 189 W. Athens, Suite 1 | Winder, GA 30680 |

SCHEDULE B

TRADEMARK
REEL: 003064 FRAME: 0953

| <u>Company</u> | <u>Store #</u> | <u>Street</u> | <u>City/State</u> |
|---|-----------------------|--------------------------------|-----------------------|
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #503 | 720 Sandtown Road | Marietta, GA 30060 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #505 | 2604 E. Walnut | Dalton, GA 30721 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #506 | 511 Alabama Ave. | Bremen, GA 30110 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #507 | 2672 East First Street | Blue Ridge, GA 30513 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #508 | 117 Murphy Ave | Blairsville, GA 30512 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #510 | 561 Collins Road | Toccoa, GA 30577 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #511 | 890 Elberton Street | Elberton, GA 30635 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #560 | 7912 White Horse Street | Greenville, SC 29611 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #561 | 1402 D East Rivers St. | Anderson, SC 29624 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #613 | 129 Whitley Street | Henderson, TN 38340 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #616 | 1359 W. Market Street | Bolivar, TN 38008 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #625 | 805 S. 12 th Street | Murray, KY 42071 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #632 | 5820 S. First Street | Milan, TN 38358 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #639 | 1027 Mineral Wells Avenue | Paris, TN 38242 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #642 | 529 Hwy. 64W | Waynesboro, TN 38485 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #644 | 401 W. Lincoln Street | Tullahoma, TN 37388 |

SCHEDULE B

TRADEMARK
REEL: 003064 FRAME: 0954

| <u>Company</u> | <u>Store #</u> | <u>Street</u> | <u>City/State</u> |
|---|-----------------------|---------------------------------|-----------------------|
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #646 | 126 S. Cannon Blvd. | Shelbyville, TN 37160 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #648 | 223 Village Sq. Shopping Center | Pulaski, TN 38478 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #651 | 539 East Main Street | Hohenwald, TN 38462 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #653 | 565 Midway Shopping Center | Centerville, TN 37033 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #655 | 229 S. Green Street | Henderson, KY 42420 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #657 | Hwy. 45 | Martin, TN 38237 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #658 | 2409 Central Avenue | Humboldt, TN 38343 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #661 | 1203 Middle Road | Fulton, KY 42041 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #662 | 701 Pearl Street | Metropolis, IL 62960 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #663 | 1428 Broadway | Paducah, KY 42001 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #665 | 1222 Hillsboro Blvd. | Manchester, TN 37355 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #669 | 704 E. Fayette | Somerville, TN 38068 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #671 | 2125 S. Weinbach Avenue | Evansville, IN 47714 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #673 | 411 S. Barker Avenue | Evansville, IN 47712 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #675 | 2148 Stringtown Road | Evansville, IN 47711 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #677 | 1770 Mooresville Road | Lewisburg, TN 37091 |

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|---|-----------------------|-------------------------|---------------------------|
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #679 | 147 Hwy. 641 North | Camden, TN 38320 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #680 | 20522 E. Main Street | Huntingdon, TN 38344 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #694 | 1210 SR Hwy. 45 North | Mayfield, KY 42066 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #703 | 2704-4 S. Texas Ave | College Station, TX 77840 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #704 | 505 S. Palestine Street | Athens, TX 75751 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #705 | 1005 N. Eastman Road | Longview, TX 75601 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #706 | 706 E. Davis | Conroe, TX 77301 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #707 | 1420 North Street | Nacogdoches, TX 75961 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #708 | 734 S. Timberland | Lufkin, TX 75901 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #709 | 703 S. Jackson | Jacksonville, TX 75766 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #710 | 2305 West Erwin Street | Tyler, TX 75702 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #711 | 1501 South High Street | Longview, TX 75601 |
| Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.) | d/b/a Save A Lot #714 | 330 E. Spring Street | Palestine, TX 75801 |

SCHEDULE B

TRADEMARK

RECORDED: 04/12/2005

REEL: 003064 FRAME: 0956