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
Bruno's Brands, Inc.		08/31/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bear Stearns Corporate Lending Inc., as Administrative Agent
Street Address:	383 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10179
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2853969	A LOWER TOTAL BILL. PLAIN AND SIMPLE.
Registration Number:	2843182	BRUNO'S
Registration Number:	2196202	CHECKOUT FOR CHARITY
Registration Number:	1479152	FOODMAX
Registration Number:	1503161	FOODMAX
Registration Number:	1488695	MAX PAK
Registration Number:	2232549	SOUTHERN HOME
Registration Number:	2383950	SOUTHERN HOME
Registration Number:	2459243	SPIRAL REWARDS
Registration Number:	1969490	SWIPEOUT
Registration Number:	2420330	THE LOW PRICE PLACE
Registration Number:	2545799	TURKEY DOLLAR$
Registration Number:	2244825	VINCENT'S MARKET

OP $340.00 2853969

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-7698
Email: ksolomon@stblaw.com
Correspondent Name: Mark Solomon, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	009350/0263
NAME OF SUBMITTER:	Mark Solomon
Signature:	/ms/
Date:	10/05/2005

Total Attachments: 6
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of August 31, 2005 is made by BRUNO'S BRANDS, Inc., a Delaware corporation, located at Nemours Building, Suite 1410, 1007 Orange Street, Wilmington Delaware 19801 (the "Obligor"), in favor of BEAR STEARNS CORPORATE LENDING INC., a Delaware corporation, located at 383 Madison Avenue, New York, New York 10179, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of August 9, 2005 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among BI-LO HOLDING, LLC, a Delaware limited liability company, BI-LO, LLC, a Delaware limited liability company and parent of the Obligor (the "Borrower"), the Lenders, the Agent, BEAR, STEARNS & CO. INC., as sole lead arranger and sole bookrunner, HARRIS NESBITT, as syndication agent, WACHOVIA BANK, NATIONAL ASSOCIATION, as documentation agent, and BANK OF MONTREAL, as revolving issuing lender and as credit linked deposit issuing lender.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Obligor and certain other subsidiaries of the Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of August 9, 2005, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Obligor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Obligor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Obligor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

BRUNO'S BRANDS, Inc.

By:_____
Name: LEN W. ALLEN, JR.
Title: VICE PRESIDENT

BEAR STEARNS CORPORATE LENDING INC.
as Administrative Agent for the Lenders

By:_____
Name:
Title:

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BRUNO'S BRANDS, Inc.

By:_____
Name:
Title:

BEAR STEARNS CORPORATE LENDING INC.
as Administrative Agent for the Lenders

By:_____
Name: VICTOR BULZACCHELLI
Title: VICE PRESIDENT

ACKNOWLEDGMENT OF OBLIGOR

STATE OF Texas)
) ss
COUNTY OF Dallas)

On the 3rd day of ~~August~~ October, 2005, before me personally came Leo W. Allen, Jr., _____, who is personally known to me to be the VICE PRESIDENT of BRUNO'S BRANDS, Inc., a Delaware corporation; who, being duly sworn, did depose and say that ~~she~~/he is the VICE PRESIDENT in such corporation, the corporation described in and which executed the foregoing instrument; that ~~she~~/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that ~~she~~/he acknowledged said instrument to be the free act and deed of said corporation.

JONNIE L. CALLAHAN
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
12-23-2006

Jonnie L. Callahan
Notary Public

(PLACE STAMP AND SEAL ABOVE)

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF)
) ss
COUNTY OF)

On the 31st day of August, 2005, before me personally came Victor Bizzacchelli, who is personally known to me to be the Vice President of BEAR STEARNS CORPORATE LENDING INC., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

James B. Doswell
Notary Public
JAMES B. DOSWELL
NOTARY PUBLIC, State of New York
No. 01DO6116216
Qualified in New York County
Commission Expires September 20, 2008

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark	Registration or Serial Number
A LOWER TOTAL BILL. PLAIN AND SIMPLE.	2,853,969
BRUNO'S	2,843,182
CHECKOUT FOR CHARITY	2,196,202
FOODMAX	1,479,152
FOODMAX Stylized	1,503,161
MAX PAK	1,488,695
SOUTHERN HOME	2,232,549
SOUTHERN HOME	2,383,950
SPIRAL REWARDS	2,459,243
SWIPEOUT	1,969,490
THE LOW PRICE PLACE	2,420,330
TURKEY DOLLAR$	2,545,799
VINCENT'S MARKET	2,244,825