

**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
BI-LO, LLC		08/31/2005	Limited Liability Company: 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: 19**

Property Type	Number	Word Mark
Registration Number:	2281897	BI-LO CENTER
Registration Number:	2282003	BI-LO CENTER
Registration Number:	2282004	BI-LO CENTER
Registration Number:	2283542	BI-LO CENTER
Registration Number:	2283543	BI-LO CENTER
Registration Number:	2283544	BI-LO CENTER
Registration Number:	2283754	BI-LO CENTER
Registration Number:	2286114	BI-LO CENTER
Registration Number:	2352172	BI-LO CENTER
Registration Number:	2352270	BI-LO CENTER
Registration Number:	2355580	BI-LO CENTER
Registration Number:	2355634	BI-LO CENTER
Registration Number:	2366599	BI-LO CENTER

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Registration Number:	2410977	BI-LO CENTER
Registration Number:	2423633	BI-LO CENTER
Registration Number:	2423634	BI-LO CENTER
Registration Number:	2428655	BI-LO CENTER
Registration Number:	2428656	BI-LO CENTER
Registration Number:	2430190	BI-LO CENTER

**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 BI-LO, LLC, a Delaware limited liability company, located at 208 BI-LO Boulevard, Greenville, South Carolina 29607 (the "Borrower"), 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, 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.

W I T N E S S E T H:

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 Borrower has 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 Borrower 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 Borrower 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 Borrower 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 Borrower 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

Default without requiring further action by either party and to be effective upon such demand, all of the Borrower'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 Borrower 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 Borrower 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.

BI-LO, LLC

By: 

Name: LEN W. ALLEN, JR.

Title: EXECUTIVE VICE PRESIDENT

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

By: \_\_\_\_\_

Name:

Title:

of the Borrower'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 Borrower 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.

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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.

BI-LO, LLC

By: \_\_\_\_\_  
Name:  
Title:

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

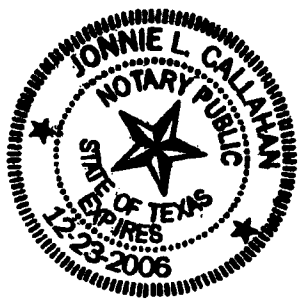
By:   
Name: VICTOR BULZACCHELLI  
Title: VICE PRESIDENT

ACKNOWLEDGMENT OF BORROWER

STATE OF Texas )  
COUNTY OF Dallas )<sup>SS</sup>

October 3<sup>rd</sup> 2005

On the 3<sup>rd</sup> day of ~~August~~, 2005, before me personally came LEW W. ALLEN, JR., who is personally known to me to be the EVP of BI-LO, LLC, a Delaware limited liability company; who, being duly sworn, did depose and say that ~~she~~/he is the EVP in such limited liability company, the limited liability company 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 limited liability company; and that ~~she~~/he acknowledged said instrument to be the free act and deed of said limited liability company.



Jonnie L. Callahan  
Notary Public

(PLACE STAMP AND SEAL ABOVE)

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF )  
 ) ss  
COUNTY OF )

On the 31<sup>st</sup> day of August, 2005, before me personally came Victor Blazacchelli, 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**

<u>Trademark</u>	<u>Registration or Serial Number</u>
BI-LO CENTER	2,281,897
BI-LO CENTER Stylized	2,282,003
BI-LO CENTER Stylized	2,282,004
BI-LO CENTER	2,283,542
BI-LO CENTER	2,283,543
BI-LO CENTER	2,283,544
BI-LO CENTER Stylized	2,283,754
BI-LO CENTER Stylized	2,286,114
BI-LO CENTER	2,352,172
BI-LO CENTER Stylized	2,352,270
BI-LO CENTER	2,355,530
BI-LO CENTER Stylized	2,355,634
BI-LO CENTER	2,366,599
BI-LO CENTER	2,410,977
BI-LO CENTER	2,423,633
BI-LO CENTER Stylized	2,423,634
BI-LO CENTER	2,428,655
BI-LO CENTER Stylized	2,428,656
BI-LO CENTER Stylized	2,430,190