

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 Supermarkets, 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: 1			
Property Type	Number	Word Mark	
Registration Number:	2792143	VINCENT'S MARKET	
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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		

OP \$40.00 2792143

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 SUPERMARKETS, Inc., a Delaware Corporation, located at 800 Lakeshore Parkway, Birmingham Alabama 35211 (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 SUPERMARKETS, Inc.

By: _____

Name: LEO W. ALLEN, JR.

Title: EXECUTIVE VICE PRESIDENT

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

By: _____

Name:

Title:

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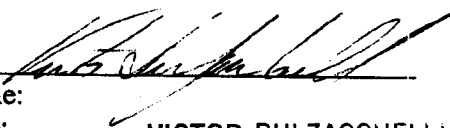
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BRUNO'S SUPERMARKETS, Inc.

By: _____
Name:
Title:

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

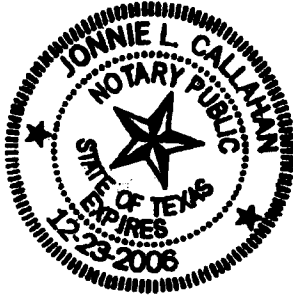
By: 
Name:
Title: VICTOR BULZACCHELLI
VICE PRESIDENT

ACKNOWLEDGMENT OF OBLIGOR

STATE OF TEXAS)
COUNTY OF DALLAS) ss

October

On the 3rd day of ~~August~~, 2005, before me personally came LEN W. ALLEN, JR., who is personally known to me to be the EVP of BRUNO'S SUPERMARKETS, Inc., a Delaware corporation; who, being duly sworn, did depose and say that ~~she~~/he is the EVP 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

(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 Belzambelli, 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. 01D06116216
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>
VINCENT'S MARKET	2,792,143