

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
Associated Grocers, Incorporated		10/06/2005	CORPORATION:

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	6130 Stoneridge Mall Road, Suite 300
City:	Pleasanton
State/Country:	CALIFORNIA
Postal Code:	94588
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2262063	AG THE FOOD PEOPLE
Registration Number:	2367184	GRAND REWARDS
Registration Number:	2250110	GROWERS PRIDE U.S. NO. 1 POTATOES
Registration Number:	2480442	JAVAWORKS
Registration Number:	2688110	NATURAL DIRECTIONS
Registration Number:	2206081	NEIGHBORHOOD MARKET FAST FRESH FRIENDLY
Serial Number:	76364708	NORTHWEST MARKET LOCAL PRIDE. LOCAL VALUE.
Registration Number:	1768232	PACIFIC GROCERS EMPLOYEE BENEFITS TRUST
Registration Number:	1952158	PAY NET
Registration Number:	2652278	PET KINGDOM ALL THE NUTRITION ALL THE VALUE ALL RIGHT HERE!
Registration Number:	1617161	SAVINGS PLUS CLUB
Serial Number:	75669221	THRIFTWAY
Registration Number:	2233266	THRIFTY FOODS

CH \$340.00 2262063

CORRESPONDENCE DATA

Fax Number: (415)393-2286
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 4153932113
Email: racquel.white@bingham.com
Correspondent Name: Racquel White
Address Line 1: Three Embarcadero Center
Address Line 2: Bingham McCutchen
Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	000315513
NAME OF SUBMITTER:	racquel white
Signature:	/racquelwhite/
Date:	12/15/2005

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 6, 2005, by ASSOCIATED GROCERS, INCORPORATED, a Washington corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, as lender ("Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, and Lender (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lender has agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor;

WHEREAS, Lender is willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Lender this Trademark Security Agreement;

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Lender a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ASSOCIATED GROCERS,
INCORPORATED, a Washington corporation

By: [Signature]

Name: John L. Carrosino

Title: Vice President and Treasurer

By: [Signature]

Name: Craig W. Palm

Title: Vice President and General Counsel

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION

By: _____

Name: _____

Title: _____

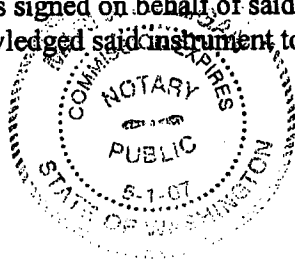
ACKNOWLEDGMENT OF GRANTOR

STATE OF WASHINGTON)

ss.

COUNTY OF KING)

On this 6th day of October, 2005 before me personally appeared John L. Carrosino and Craig W. Palm, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Assoc. Grocers, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



[Signature]
Notary Public

{seal}

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ASSOCIATED GROCERS,
INCORPORATED, a Washington corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION

By: *Eugene Selp*
Name: *Eugene Selp*
Title: *Duly Authorized Signatory*

ACKNOWLEDGMENT OF GRANTOR

STATE OF _____)
))
COUNTY OF _____)

ss.

On this ____ day of _____, ____ before me personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of _____, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

{scal}

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

REGISTERED TRADEMARKS OF ASSOCIATED GROCERS, INCORPORATED

Registration No.	Registration Date	Mark	Jurisdiction
18,062	5/3/1988	AG	USA WA
2,262,063	7/20/1999	AG THE FOOD PEOPLE	USA
18866	4/14/1989	COUNTRY GRAIN	USA WA
032249	5/3/2004	DISCOVER NEW SAVINGS – EVERY DAY	USA WA
19942	7/16/1990	FAMILY GROCER	USA WA
In preparation	In preparation	FRESH AS THE NORTHWEST	USA WA
2,367,184	7/11/2000	GRAND REWARDS	USA
2,250,110	6/1/1999	GROWERS PRIDE & Design	USA
2,480,442	8/21/2001	JAVAWORKS	USA
26,170	6/5/1997	MARKET PLACE	USA WA
31,576	5/21/2003	MEGA FOODS	USA WA
2,688,110	2/18/2003	NATURAL DIRECTIONS	USA
2,206,081	11/24/1998	NEIGHBORHOOD MARKET – FAST – FRESH – FRIENDLY and Design	USA
App. 76/364,708	App. Filed 1/29/2002	NORTHWEST MARKET LOCAL PRIDE. LOCAL VALUE	USA
1,768,232	4/27/1993	PACIFIC GROCERS EMPLOYEE BENEFITS TRUST	USA
1,952,158	1/30/1996	PAY NET	USA
2,652,278	11/19/2002	PET KINGDOM – ALL THE NUTRITION – ALL THE VALUE – ALL RIGHT HERE and Design	USA
19722	4/23/1990	PRICE CHOPPER and	USA WA

		Design	
6724/2001	6/07/01	RAINIER VALLEY FARMS	Hong Kong
00003473	4/11/03	RAINIER VALLEY FARMS	Malaysia
00003472	2/07/03	RAINIER VALLEY FARMS	Malaysia
T00/04446J	2/10/00	RAINIER VALLEY FARMS	Singapore
T00/044471	3/21/00	RAINIER VALLEY FARMS	Singapore
951871	8/16/01	RAINIER VALLEY FARMS	Taiwan
KOR137,415	6/18/01	RAINIER VALLEY FARMS	Thailand
KOR157823	5/1/02	RAINIER VALLEY FARMS	Thailand
6723/2001	6/07/01	RAINIER VALLEY FARMS and Design	Hong Kong
01008440	7/16/02	RAINIER VALLEY FARMS and Design	Taiwan
27073	6/12/1998	RED APPLE MARKET	USA WA
3024	6/16/1998	RED APPLE MARKET	USA AK
S32469	5/7/1998	RED APPLE MARKET	USA OR
App. 78/327,797	App. Filed 11/13/2003	SAVE U MORE	USA
32,220	4/20/2004	SAVE U MORE	USA WA
1,617,161	10/9/1990	SAVINGS PLUS CLUB	USA
31,534	4/28/2003	SPARKLE	USA WA
USSN 1,421,317	Pending	SPARKLE	USA AK
T36723	4/28/2003	SPARKLE	USA OR
T220-28-22691	4/28/2003	SPARKLE	USA MT
3446	2/16/1959	SPARKLE and Design	USA WA
4009565	4/28/2003	SPARKLE ICE CREAM	USA HI
1870	6/22/1976	THRIFTWAY	USA WA
App. 75/669,221	App. Filed 3/29/1999	THRIFTWAY	USA
2,233,266 (by assignment from Brown & Cole)	3/23/1999	THRIFTY FOODS	USA
032250	5/3/2004	YOUR FIRST STOP FOR SAVINGS	USA WA