Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

05-01-2006

RE

4/21/06

103190598

U.S. DEPARTMENT OF COMMERCE
ted States Patent and Trademark Office

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
The Great Atlantic & Pacific Tea Company, Inc.

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☑ Corporation- State: MD
☐ Other

Citizenship (see guidelines)

Additional names of conveying parties attached? ☑ Yes ☐ No

2. Name and address of receiving party(ies)
Additional names, addresses, or citizenship attached? ☐ Yes ☑ No

Name: Bank of America, N.A.
Internal Address:
Street Address: 40 Broad Street
City: Boston
State: MA
Country: US Zip: 02109

☑ Association Citizenship
☐ General Partnership Citizenship
☐ Limited Partnership Citizenship
☐ Corporation Citizenship
☐ Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :
Execution Date(s) November 15, 2005

☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☑ Other Corr document on Reel 003281/ Frame 0716 to delete 78481891

4. Application number(s) or registration number(s) and identification or description of the Trademark.
A. Trademark Application No.(s)
78/489,313

B. Trademark Registration No.(s)

Additional sheet(s) attached? ☐ Yes ☑ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:
Name: Christopher E. Kondracki
Internal Address:
Street Address: 2001 Jefferson Davis Hwy.
Suite 1007
City: Arlington
State: VA Zip: 22202
Phone Number: 703-415-1555
Fax Number: 703-415-1557
Email Address:

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $ 40.00
☐ Authorized to be charged by credit card
☑ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:
a. Credit Card Last 4 Numbers
Expiration Date
b. Deposit Account Number 19-3545
Authorized User Name Chrisotpher E. Kondracki

9. Signature: Signature 4/20/06 Date

Christopher E. Kondracki
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 74

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Continuation of Item 1
Conveying party(ies)

[illegible]	[illegible]
The Great Atlantic & Pacific Tea Company, Inc.	Maryland
Borman's, Inc.	Delaware
Compass Foods, Inc.	Delaware
Food Basics, Inc.	Delaware
Hopelawn Property I, Inc.	Delaware
Lo-Lo Discount Stores, Inc.	Texas
Shopwell, Inc.	Delaware
Super Fresh Food Markets, Inc.	Delaware
Super Fresh/Sav- A -Center, Inc.	Delaware
Super Market Service Corp.	Pennsylvania
Waldbaum, Inc.	New York

Continuation of Item 1
Conveying party(ies)

Corporation	Jurisdiction
A & P Wine and Spirits, Inc.	Massachusetts
ANP Properties I Corp.	Delaware
ANP Sales Corp.	Maryland
Big Star, Inc.	Georgia
DLCH Acquisition Corporation	Delaware
Family Center, Inc.	Delaware
Felicity Historical Development Corporation	Louisiana
Futurestore Food Markets, Inc.	Delaware
Gerard Avenue, Inc.	Delaware
Hamilton Property I, Inc.	Delaware
Kwik Save Inc.	Pennsylvania
Limited Foods, Inc.	Delaware
Montvale Holdings, Inc.	New Jersey
North Jersey Properties, Inc. I	Delaware
North Jersey Properties, Inc. II	Delaware
North Jersey Properties, Inc. IV	Delaware
North Jersey Properties, Inc. V	Delaware
North Jersey Properties, Inc. VI	Delaware
Richmond Twice, Incorporated	Delaware
Southern Acquisition Corporation	Delaware
Southern Development, Inc. of Delaware	Delaware
Super Fresh Food Markets of Maryland, Inc.	Maryland
Super Fresh Food Markets of Virginia, Inc.	Delaware
Super Plus Food Warehouse, Inc.	Delaware
Supermarket Distribution Service-Florence, Inc.	New Jersey
Supermarket Distribution Service Corp.	New Jersey
Supermarket Distribution Services, Inc.	Delaware
Supermarket Systems, Inc.	Delaware
Tea Development Co., Inc.	Delaware

Continuation of Item 1
Conveying party(ies)

[illegible] Grantor	State of Organization
Kohl's Park, Inc.	Wisconsin
Kohl's Ruby Isle, Inc.	Wisconsin
Kohl's Shorewood, Inc.	Wisconsin
Kohl's University, Inc.	Wisconsin
Kohl's Washington, Inc.	Wisconsin
Kohl's Waukesha, Inc.	Wisconsin
Ridge Liquors, Inc.	Wisconsin
1046 Yonkers Ave. Corp.	New York
111 North Ave. Realty Corp.	New York
Clay-Park Realty Co., Inc.	New York
Daitch Crystal Dairies, Inc.	New York
Delaware County Dairies, Inc.	New York
Four One Leasing Corp.	New York
Gramatan Foodtown Corp.	New York
Shopwell, Inc.	Connecticut
Shopwell, Inc.	Massachusetts
Shopwell, Inc.	New Jersey
The Food Emporium, Inc.	New York
The Food Emporium, Inc.	Connecticut
The Food Emporium, Inc.	Delaware
The Food Emporium, Inc.	New Jersey
The Wine Emporium, Inc.	Connecticut
Tradewell Foods of Connecticut, Inc.	Connecticut
APW Supermarket Corporation	Delaware
APW Supermarkets, Inc.	New York
Amboy Road Development Corp.	
APW Produce Company, Inc.	New York
Barmat Construction Corp.	New York
Greenlawn Land Development Corp.	New York
Hempstead Marketplace, Inc.	New York
Lake Grove Realty Corp.	New York
LBRO Realty, Inc.	New York
McLean Avenue Plaza Corp.	New York
Spring Lane Produce Corp.	New York
The Meadows Plaza Development Corp.	New York
Waldbaum-College Point Center, Inc.	New York

Continuation of Item 1
Conveying party(ies)

[illegible]	[illegible]
The Great Atlantic & Pacific Tea Co. of Vermont, Inc.	Vermont
The South Dakota Great Atlantic & Pacific Tea Company, Inc.	South Dakota
Transco Service-Milwaukee, Inc.	New Jersey
W.S.L. Corporation	New Jersey
2008 Broadway, Inc.	New York
Bev Ltd.	Delaware
Detroit Pure Milk Co.	Michigan
Farmer Jack Pharmacies, Inc.	Michigan
Farmer Jack's of Ohio, Inc.	Ohio
SEG Stores, Inc.	Delaware
Wesley's Quaker Maid, Inc.	Michigan
Kohl's Food Stores, Inc. - All Closed	Wisconsin
Kohl's Appleton, Inc.	Wisconsin
Kohl's Beloit, Inc.	Wisconsin
Kohl's Beverage Mart - Grant Park, Inc.	Wisconsin
Kohl's Brookfield, Inc.	Wisconsin
Kohl's Country Fair Liquors, Inc.	Wisconsin
Kohl's Cudahy, Inc.	Wisconsin
Kohl's Douglas, Inc.	Wisconsin
Kohl's Durand, Inc.	Wisconsin
Kohl's Fond Du Lac, Inc.	Wisconsin
Kohl's Forest Home, Inc.	Wisconsin
Kohl's Fox Point, Inc.	Wisconsin
Kohl's Grange, Inc.	Wisconsin
Kohl's Lombardi, Inc.	Wisconsin
Kohl's Monona, Inc.	Wisconsin
Kohl's Neenah, Inc.	Wisconsin
Kohl's Oshkosh, Inc.	Wisconsin

03/28/2006
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Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 8/30/2006)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
The Great Atlantic & Pacific Tea Company, Inc.

- [ ] Individual(s)
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [x] Corporation - State: MD
- [ ] Other

Citizenship (see guidelines)

Additional names of conveying parties attached? [x] Yes [ ] No

2. Name and address of receiving party(ies)
Additional names, addresses, or citizenship attached? [ ] Yes [x] No

Name: Bank of America, N.A.
Internal Address:
Street Address: 40 Broad Street
City: Boston
State: MA
Country: US Zip: 02109

- [x] Association Citizenship
- [ ] General Partnership Citizenship
- [ ] Limited Partnership Citizenship
- [ ] Corporation Citizenship
- [ ] Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [ ] No
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s):
Execution Date(s) November 15, 2005

- [ ] Assignment
- [ ] Merger
- [x] Security Agreement
- [ ] Change of Name
- [ ] Other

4. Application number(s) or registration number(s) and identification or description of the Trademark.
A. Trademark Application No.(s)
B. Trademark Registration No.(s)

Additional sheet(s) attached? [x] Yes [ ] No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:
Name: Christopher E. Kondracki
Internal Address:
Street Address: 2001 Jefferson Davis Hwy
Suite 1007
City: Arlington
State: VA Zip: 22202
Phone Number: 703-415-1555
Fax Number: 703-415-1557
Email Address:

6. Total number of applications and registrations involved: 67

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $1890.00

- [ ] Authorized to be charged by credit card
- [x] Authorized to be charged to deposit account
- [ ] Enclosed

8. Payment Information:
a. Credit Card Last 4 Numbers
Expiration Date
b. Deposit Account Number 19-3545
Authorized User Name Christopher E. Kondracki

9. Signature:
Signature
3/21/06
Date
Christopher E. Kondracki
Name of Person Signing
Total number of pages including cover sheet, attachments, and document: 48

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Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Continuation of Item 1
Conveying party(ies)

Borrower	State of Organization
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Borman's, Inc.	Delaware
Compass Foods, Inc.	Delaware
Food Basics, Inc.	Delaware
Hopelawn Property I, Inc.	Delaware
Lo-Lo Discount Stores, Inc.	Texas
Shopwell, Inc.	Delaware
Super Fresh Food Markets, Inc.	Delaware
Super Fresh/Sav- A -Center, Inc.	Delaware
Super Market Service Corp.	Pennsylvania
Waldbaum, Inc.	New York

Contintuation of Item 1
Conveying party(ies)

Grantor	Jurisdiction
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ANP Properties I Corp.	Delaware
ANP Sales Corp.	Maryland
Big Star, Inc.	Georgia
DLCH Acquisition Corporation	Delaware
Family Center, Inc.	Delaware
Felicity Historical Development Corporation	Louisiana
Futurestore Food Markets, Inc.	Delaware
Gerard Avenue, Inc.	Delaware
Hamilton Property I, Inc.	Delaware
Kwik Save Inc.	Pennsylvania
Limited Foods, Inc.	Delaware
Montvale Holdings, Inc.	New Jersey
North Jersey Properties, Inc. I	Delaware
North Jersey Properties, Inc. II	Delaware
North Jersey Properties, Inc. IV	Delaware
North Jersey Properties, Inc. V	Delaware
North Jersey Properties, Inc. VI	Delaware
Richmond Twice, Incorporated	Delaware
Southern Acquisition Corporation	Delaware
Southern Development, Inc. of Delaware	Delaware
Super Fresh Food Markets of Maryland, Inc.	Maryland
Super Fresh Food Markets of Virginia, Inc.	Delaware
Super Plus Food Warehouse, Inc.	Delaware
Supermarket Distribution Service-Florence, Inc.	New Jersey
Supermarket Distribution Service Corp.	New Jersey
Supermarket Distribution Services, Inc.	Delaware
Supermarket Systems, Inc.	Delaware
Tea Development Co., Inc.	Delaware

Continuation of Item 1
Conveying party(ies)

Guarantor	Jurisdiction
Kohl's Park, Inc.	Wisconsin
Kohl's Ruby Isle, Inc.	Wisconsin
Kohl's Shorewood, Inc.	Wisconsin
Kohl's University, Inc.	Wisconsin
Kohl's Washington, Inc.	Wisconsin
Kohl's Waukesha, Inc.	Wisconsin
Ridge Liquors, Inc.	Wisconsin
1046 Yonkers Ave. Corp.	New York
111 North Ave. Realty Corp.	New York
Clay-Park Realty Co., Inc.	New York
Daitch Crystal Dairies, Inc.	New York
Delaware County Dairies, Inc.	New York
Four One Leasing Corp.	New York
Gramatan Foodtown Corp.	New York
Shopwell, Inc.	Connecticut
Shopwell, Inc.	Massachusetts
Shopwell, Inc.	New Jersey
The Food Emporium, Inc.	New York
The Food Emporium, Inc.	Connecticut
The Food Emporium, Inc.	Delaware
The Food Emporium, Inc.	New Jersey
The Wine Emporium, Inc.	Connecticut
Tradewell Foods of Connecticut, Inc.	Connecticut
APW Supermarket Corporation	Delaware
APW Supermarkets, Inc.	New York
Amboy Road Development Corp.	
APW Produce Company, Inc.	New York
Barmat Construction Corp.	New York
Greenlawn Land Development Corp.	New York
Hempstead Marketplace, Inc.	New York
Lake Grove Realty Corp.	New York
LBRO Realty, Inc.	New York
McLean Avenue Plaza Corp.	New York
Spring Lane Produce Corp.	New York
The Meadows Plaza Development Corp.	New York
Waldbaum-College Point Center, Inc.	New York

Continuation of Item 1
Conveying party(ies)

[redacted]	[redacted]
The Great Atlantic & Pacific Tea Co. of Vermont, Inc.	Vermont
The South Dakota Great Atlantic & Pacific Tea Company, Inc.	South Dakota
Transco Service-Milwaukee, Inc.	New Jersey
W.S.L. Corporation	New Jersey
2008 Broadway, Inc.	New York
Bev Ltd.	Delaware
Detroit Pure Milk Co.	Michigan
Farmer Jack Pharmacies, Inc.	Michigan
Farmer Jack's of Ohio, Inc.	Ohio
SEG Stores, Inc.	Delaware
Wesley's Quaker Maid, Inc.	Michigan
Kohl's Food Stores, Inc. - All Closed	Wisconsin
Kohl's Appleton, Inc.	Wisconsin
Kohl's Beloit, Inc.	Wisconsin
Kohl's Beverage Mart - Grant Park, Inc.	Wisconsin
Kohl's Brookfield, Inc.	Wisconsin
Kohl's Country Fair Liquors, Inc.	Wisconsin
Kohl's Cudahy, Inc.	Wisconsin
Kohl's Douglas, Inc.	Wisconsin
Kohl's Durand, Inc.	Wisconsin
Kohl's Fond Du Lac, Inc.	Wisconsin
Kohl's Forest Home, Inc.	Wisconsin
Kohl's Fox Point, Inc.	Wisconsin
Kohl's Grange, Inc.	Wisconsin
Kohl's Lombardi, Inc.	Wisconsin
Kohl's Monona, Inc.	Wisconsin
Kohl's Neenah, Inc.	Wisconsin
Kohl's Oshkosh, Inc.	Wisconsin

Trademarks

MARK	REGISTERED OWNER/APPLICANT	Appl. No. (Reg. No.)	Exp. Date
A & P (Design and color)	The Great Atlantic & Pacific Tea Company	73/454,363 (1,304,288)	11/6/04 Renewal filed: May 2, 2005
A & P (Stylized)	The Great Atlantic & Pacific Tea Company	75/064,054 (2,024,122)	12/17/06
A & P (Block Letters)	The Great Atlantic & Pacific Tea Company	76/390,443 (2,713,141)	5/06/13
AMAZE AWAY	The Great Atlantic & Pacific Tea Company	78/549,806 ( )	
AMERICA'S CHOICE	The Great Atlantic & Pacific Tea Company	74/234,200 (2,019,444)	11/26/06
AMERICA'S CHOICE	The Great Atlantic & Pacific Tea Company	74/801,783 (1,861,428)	10/25/14
AMERICA'S CHOICE	The Great Atlantic & Pacific Tea Company	74/801,784 (1,860,494)	10/25/14
AMERICA'S CHOICE	The Great Atlantic & Pacific Tea Company	74/332,876 (2,425,385)	1/30/11
AMERICA'S CHOICE	The Great Atlantic & Pacific Tea Company	73/514,986 (1,384,513)	
AMERICA'S CHOICE	The Great Atlantic & Pacific Tea Company	78/218,486 ( )	
AMERICA'S CHOICE (standard character format)	The Great Atlantic & Pacific Tea Company	78/395,344 ( )	
ANN PAGE	The Great Atlantic & Pacific Tea Company	0,507,581	2009/03/15
ATHENA	The Great Atlantic & Pacific Tea Company	78/238,300 (2,861,651)	07/06/14
BABY BONUS SAVINGS CLUB	The Great Atlantic & Pacific Tea Company	76/465,806 ( )	Abandoned 2/29/04
BASICS	The Great Atlantic & Pacific Tea Company	78/311,001 (2,884,450)	9/14/14

MARK	REGISTERED OWNER/APPLICANT	Appl. No. (Reg. No.)	Exp. Date
BALDERSON'S	The Great Atlantic & Pacific Tea Company	72/159,580 (765,268)	2/18/04
Beauty & Pride	The Great Atlantic & Pacific Tea Company	73/276,185 (1,279,449)	5/29/04
BEEF BEYOND BELIEF	The Great Atlantic & Pacific Tea Company	78/437,260	
BRILLIANT BUBBLES	The Great Atlantic & Pacific Tea Company	78/202,468 78/202,468 (2,808,673)	1/27/14
CLUB SUPER FRESH	The Great Atlantic & Pacific Tea Company	78/385,991	
CONCORDE	The Great Atlantic & Pacific Tea Company	78/238,266 (2,861,650)	7/06/14
CRAZY DEALS	The Great Atlantic & Pacific Tea Company	78/502,215	
DOLLAR BARN	The Great Atlantic & Pacific Tea Company	78/303,661 ( )	
EASY BRIGHT NIGHT	The Great Atlantic & Pacific Tea Company	78/324,523 ( )	
EXPRESS YOURSELF	The Great Atlantic & Pacific Tea Company	76/406,160 (2,680,997)	1/28/13
FARMER JACK	The Great Atlantic & Pacific Tea Company	73/664,142 (1,479,128)	3/01/08
(Stylized) FJ	The Great Atlantic & Pacific Tea Company	76/386,568 (2,723,648)	6/10/13
FARMER JACK Logo (NEW)	The Great Atlantic & Pacific Tea Company	78/269,618 (2,874,722)	8/17/14
FEEL LIKE A TRUE GORMET!	The Great Atlantic & Pacific Tea Company	78/266,173 (2,881,606)	9/07/14
FOOD BASICS	The Great Atlantic & Pacific Tea Company	76/386,404 (2,726,744)	6/17/13
(Design and color) food BASICS	The Great Atlantic & Pacific Tea Company	76/386,781 (2,766,316)	9/23/13
FOODS AS SPECIAL AS THE VILLAGE MARKET	The Great Atlantic & Pacific Tea Company	78/488,626	
FOR GOODNESS SHAKE	The Great Atlantic & Pacific Tea Company	78/235,016 ( )	

MARK	REGISTERED OWNER/APPLICANT	Appl. No. (Reg. No.)	Exp. Date
FRESH CHALLENGE	The Great Atlantic & Pacific Tea Company	78/503,093	
FRESH CUT PRICE	The Great Atlantic & Pacific Tea Company	78/551,462	
FRESH FROM THE VINEYARD	The Great Atlantic & Pacific Tea Company	~~78/481,891~~ 78/489313	
FRESH REWARDS	The Great Atlantic & Pacific Tea Company	78/303,800 ABANDONED	
Fruit Valley	The Great Atlantic & Pacific Tea Company	73/306,776 (1,243,005)	N/A
FUTURE STORE	The Great Atlantic & Pacific Tea Company	73/517,861 (1,355,968)	8/20/05
GIVE YOURSELF ANOTHER CHOICE	The Great Atlantic & Pacific Tea Company	78/431,546	
(Stylized) health pride	The Great Atlantic & Pacific Tea Company	73/277,359 (1,232,381)	03/29/13
HEALTHY REWARDS	The Great Atlantic & Pacific Tea Company	78/236,046 ( )	
I LOVE THIS STORE!	The Great Atlantic & Pacific Tea Company	76/424,332 ( )	
JANE PARKER	The Great Atlantic & Pacific Tea Company	78/692,338	
MASTER CHOICE	The Great Atlantic & Pacific Tea Company	78/218,673 (2,857,946)	6/29/14
(Stylized) MASTER CHOICE	The Great Atlantic & Pacific Tea Company	75/070,346 (2,073,501)	6/24/07
(Stylized) MASTER CHOICE	The Great Atlantic & Pacific Tea Company	73/696,142 (1,519,019)	1/3/09
(Miscellaneous Design)	Borman's Inc.	73/276,030 (1,182,561)	12/15/11

MARK	REGISTERED OWNER/APPLICANT	Appl. No. (Reg. No.)	Exp. Date
Nature Maid	The Great Atlantic & Pacific Tea Company	73/324,028 (1,236,574)	N/A
O2	The Great Atlantic & Pacific Tea Company	78/247,608	
Oven Best	The Great Atlantic & Pacific Tea Company	73/306,767 (1,243,022)	N/A
(Design & Color) ahoy	The Great Atlantic & Pacific Tea Company	72/271,146 (855,682)	8/27/08
PREFERRED PET	The Great Atlantic & Pacific Tea Company	78/425,504	
R	The Great Atlantic & Pacific Tea Company		10/03/05
RED ALARM	The Great Atlantic & Pacific Tea Company	78/220,193 (2,924,218)	10-01-15
SAV-A-CENTER	The Great Atlantic & Pacific Tea Company	73/583,389 (1,412,706)	10/07/06
SPLISH SPLASH	The Great Atlantic & Pacific Tea Company	78/481,891	
SQUEEZE MEEZE	The Great Atlantic & Pacific Tea Company	78/357,980	
SUPER FRESH	The Great Atlantic & Pacific Tea Company	73/732,662 (2,085,126)	8/05/07
SUPERMARKET OF CHOICE	The Great Atlantic & Pacific Tea Company	75/611,542 (2,527,933)	1/08/12
(Stylized) The Food Emporium	The Great Atlantic & Pacific Tea Company	76/346,252 (2,685,875)	2/11/13
THE FOOD EMPORIUM	The Great Atlantic & Pacific Tea Company	76/360,323 (2,741,163)	7/29/13
THE GREAT STORE JUST NEXT DOOR	The Great Atlantic & Pacific Tea Company	74/404,668 (1,826,728)	N/A
THE VERY B EST... JUST FOR YOU!	The Great Atlantic & Pacific Tea Company	76/439,689 (2,761,287)	9/09/13
TORNADO SPLASH	The Great Atlantic & Pacific Tea Company	78/435495	

MARK	REGISTERED OWNER/APPLICANT	Appl. No. (Reg. No.)	Exp. Date
TOUGH JOB	The Great Atlantic & Pacific Tea Company	78/392,235	
ULTRA XTREME	The Great Atlantic & Pacific Tea Company	78/715,736	
WE'RE THINKING FRESH	The Great Atlantic & Pacific Tea Company	78/533,406	

937431.1

SECURITY AGREEMENT (this "*Agreement*") dated as of November 15, 2005, among THE GREAT ATLANTIC & PACIFIC TEA COMPANY, INC. (the "*Company*"), a Maryland corporation, each subsidiary of the Company listed on Schedule I hereto (each such subsidiary individually a "*Borrower*" and collectively with the Company, the "*Borrowers*"), each subsidiary of the Company listed on Schedule II hereto (each such subsidiary individually a "*Guarantor*" and collectively, the "*Guarantors*"; the Borrowers and the Guarantors are also referred to collectively herein as the "*Grantors*"), and BANK OF AMERICA, N.A., a national banking association ("*Bank of America*"), as collateral agent (in such capacity, the "*Collateral Agent*") for the Secured Parties (as defined herein).

Reference is made to (a) the Credit Agreement dated as of November 15, 2005 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Company, the other Borrowers party thereto, the lenders from time to time party thereto (the "*Lenders*"), and Bank of America, as Administrative Agent and Collateral Agent, and (b) the Guarantee Agreement dated as of November 15, 2005 (as amended, supplemented or otherwise modified from time to time, the "*Guarantee Agreement*"), among the Loan Parties and the Collateral Agent.

The Lenders have agreed to make Loans to the Borrowers, and the Issuing Bank has agreed to issue Letters of Credit for the account of the Borrowers, pursuant to, and upon the terms and subject to the conditions specified in, the Credit Agreement. Each of the Guarantors has agreed to guarantee, among other things, all the obligations of the Borrowers under the Credit Agreement. The obligations of the Lenders to make Loans and of the Issuing Bank to issue Letters of Credit are conditioned upon, among other things, the execution and delivery by the Grantors of an agreement in the form hereof to secure (a) the due and punctual payment by the Borrowers of (i) the principal of and premium, if any, and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, (ii) each payment required to be made by the Borrowers under the Credit Agreement in respect of any Letter of Credit, when and as due, including payments in respect of reimbursement of disbursements, interest thereon and obligations to provide cash collateral, (iii) obligations to repay overdraft amounts plus interest, if any, customarily applied on overdrafts and all obligations (including without limitation fees, costs, expenses and indemnities) owed to any Lender or an Affiliate of a Lender arising from any treasury, depository, cash management or other banking or financial services provided by a Lender or Affiliate of a Lender to any Loan Party and (iv) all other monetary obligations, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of the Borrowers to the Secured Parties under the Credit Agreement and the other Loan Documents, (b) the due and punctual performance of all covenants, agreements, obligations and liabilities of the Borrowers under or pursuant to the Credit Agreement and the other Loan Documents, (c) the due and punctual payment and performance of all the covenants, agreements, obligations and

liabilities of each Loan Party under or pursuant to this Agreement or the other Loan Documents (including, without limitation, the Obligations (as defined in the Guarantee Agreement) of the Guarantors pursuant to the Guarantee Agreement), and (d) the due and punctual payment and performance of all obligations of the Borrowers under each Hedging Agreement entered into with any counterparty that was a Lender or an Affiliate of a Lender at the time such Hedging Agreement was entered into (all the monetary and other obligations described in the preceding clauses (a) through (d) being collectively called the "*Obligations*"); provided, however, that Obligations which arise out of any treasury, depository, cash management or other banking or financial services provided by a Lender or an Affiliate of a Lender or out of any Hedging Agreement, shall be secured Obligations solely to the extent that there is sufficient Collateral following satisfaction of the Obligations described in clauses (a)(i), (ii) and (iv), (b) and (c) of the definition of Obligations.

Accordingly, the Grantors and the Collateral Agent, on behalf of itself and each Secured Party (and each of their respective successors or assigns), hereby agree as follows:

ARTICLE I

Definitions

SECTION 1.01. *Definition of Terms Used Herein.* Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement and all references to the Uniform Commercial Code shall mean the Uniform Commercial Code in effect in the State of New York as of the date hereof; provided, however, that if a term is defined in Article 9 of the Uniform Commercial Code differently than in another Article thereof, the term shall have the meaning set forth in Article 9, and provided further that if by reason of mandatory provisions of law, perfection, or the effect of perfection or non-perfection, of the security interest in any Collateral or the availability of any remedy hereunder is governed by the Uniform Commercial Code as in effect in a jurisdiction other than New York, "Uniform Commercial Code" means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection or availability of such remedy, as the case may be.

SECTION 1.02. *Definition of Certain Terms Used Herein.* As used herein, the following terms shall have the following meanings:

"*Account Debtor*" shall mean any person who is or who may become obligated to any Grantor under, with respect to or on account of an Account.

"*Accounts*" shall mean "accounts" as defined in the Uniform Commercial Code, and all right, title and interest of any Grantor to payment for goods and services sold or leased, including any such right evidenced by chattel paper, whether due or to become due, whether or not it has been earned by performance, and whether now or hereafter acquired or arising in the future, including, without limitation, (i) accounts receivable from Affiliates of the Grantors, (ii) health-care insurance receivables (as defined in the Uniform Commercial Code), and (iii) account receivables, receivables and rights to payment arising out of the use of a credit or charge card or information contained on or used with that card.

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"*Accounts Receivable*" shall mean all Accounts and all right, title and interest in any returned goods, together with all rights, titles, securities and guarantees with respect thereto, including any rights to stoppage in transit, replevin, reclamation and resales, and all related security interests, liens and pledges, whether voluntary or involuntary, in each case whether now existing or owned or hereafter arising or acquired.

"*Blocked Account Bank*" shall have the meaning assigned to such term in Section 5.01(b).

"*Collateral*" shall mean all (a) Accounts Receivable, (b) Documents, (c) General Intangibles, (d) Inventory, (e) deposit accounts and securities accounts containing proceeds of Collateral (including the Agent's Account and each Blocked Account) or assets included in the Borrowing Base, and all Cash and Cash Equivalents, Additional Investments or other assets in each such account and (f) Proceeds; provided, however, that Collateral shall not include any lease, license, contract, agreement, or other instrument to which any Grantor is a party to the extent such Grantor is prohibited from granting a Lien in its rights thereunder pursuant to the terms of such lease, license, contract, agreement, or other instrument or under applicable law, provided that the Proceeds from any such lease, license, contract, agreement, or other instrument shall not be excluded from the definition of Collateral to the extent that the assignment of such Proceeds is not prohibited; and provided, further, that the term "Collateral" as used in this Agreement shall not include (a) any "Collateral" as defined in the Letter of Credit Agreement or (b) any "Collateral" as defined in the Pledge Agreement.

"*Collateral Account*" shall have the meaning assigned to such term in Section 3.02(c).

"*Control*" shall have the meaning given that term in the UCC.

"*Copyright License*" shall mean any written agreement, now or hereafter in effect, granting any right to any third party under any Copyright now or hereafter owned by any Grantor or which such Grantor otherwise has the right to license, or granting any right to such Grantor under any Copyright now or hereafter owned by any third party, and all rights of such Grantor under any such agreement.

"*Copyrights*" shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all copyright rights in any work subject to the copyright laws of the United States, whether as author, assignee, transferee or otherwise, and (b) all registrations and applications for registration of any such copyright in the United States, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office, including those listed on Schedule III.

"*Credit Agreement*" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

"*Daily Receipts*" shall mean all amounts received by the Company and the other Grantors, whether in the form of cash, checks, any moneys received or receivable in respect of charges made by means of credit cards, and other negotiable instruments, in each case as a result of the sale of Inventory.

"*Documents*" shall mean "documents" as defined in the Uniform Commercial Code, and

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all instruments, files, records, ledger sheets and documents covering or relating to any of the Collateral.

"*General Intangibles*" shall mean "general intangibles" as defined in the Uniform Commercial Code, and all choses in action and causes of action and all other assignable intangible personal property of any Grantor of every kind and nature now owned or hereafter acquired by any Grantor, including all Payment Intangibles (as defined in the Uniform Commercial Code) all rights and interests in partnerships, limited partnerships, limited liability companies and other unincorporated entities, corporate or other business records, indemnification claims, contract rights (including rights under personal property leases, whether entered into as lessor or lessee, Hedging Agreements and other agreements), Intellectual Property, goodwill, registrations, franchises, tax refund claims and any letter of credit, guarantee, claim, security interest or other security held by or granted to any Grantor to secure payment by an Account Debtor of any of the Accounts Receivable.

"*Intellectual Property*" shall mean all intellectual and similar property of any Grantor of every kind and nature now owned or hereafter acquired by any Grantor, including inventions, designs, Patents, Copyrights, Licenses, Trademarks, trade secrets, confidential or proprietary technical and business information, know-how, show-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

"*Inventory*" shall mean "inventory" as defined in the Uniform Commercial Code, and all goods of any Grantor, whether now owned or hereafter acquired, held for sale or lease, or furnished or to be furnished by any Grantor under contracts of service, or consumed in any Grantor's business, including raw materials, intermediates, work in process, packaging materials, finished goods, semi-finished inventory, scrap inventory, manufacturing supplies and spare parts, and all such goods that have been returned to or repossessed by or on behalf of any Grantor.

"*Investment Property*" shall have the meaning given that term in the UCC.

"*Letter of Credit Agreement*" shall mean the Letter of Credit Agreement dated as of October 14, 2005 between the Company and Bank of America, N.A., as amended, supplemented or otherwise modified from time to time.

"*License*" shall mean any Patent License, Trademark License, Copyright License or other license or sublicense to which any Grantor is a party, including those listed on Schedule IV.

"*Obligations*" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

"*Patent License*" shall mean any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a Patent, now or hereafter owned by any Grantor or which any Grantor otherwise has the right to license, is in existence, or granting to any Grantor any right to make, use or sell any invention on which a Patent, now or hereafter owned by any third party, is in existence, and all rights of any Grantor under any such agreement.

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"*Patents*" shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all letters patent of the United States, all registrations and recordings thereof, and all applications for letters patent of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office, including those listed on Schedule V, and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

"*Perfection Certificate*" shall mean a certificate substantially in the form of Annex 1, completed and supplemented with the schedules and attachments contemplated thereby, and duly executed by a Financial Officer and the chief legal officer of the Company.

"*Proceeds*" shall mean "proceeds" as defined in the Uniform Commercial Code, each type of property described in the definition of "Collateral", and any consideration received from the sale, exchange, license, lease or other disposition of any asset or property that constitutes Collateral, any value received as a consequence of the possession of any Collateral and any payment received from any insurer or other person or entity as a result of the destruction, loss, theft, damage or other involuntary conversion of whatever nature of any asset or property which constitutes Collateral, and shall include (a) all cash and negotiable instruments received by or held on behalf of the Collateral Agent pursuant to the provisions of the Credit Agreement, this Agreement or otherwise, (b) any claim of any Grantor against any third party for (and the right to sue and recover for and the rights to damages or profits due or accrued arising out of or in connection with) (i) past, present or future infringement of any Patent now or hereafter owned by any Grantor, or licensed under a Patent License, (ii) past, present or future infringement or dilution of any Trademark now or hereafter owned by any Grantor or licensed under a Trademark License or injury to the goodwill associated with or symbolized by any Trademark now or hereafter owned by any Grantor, (iii) past, present or future breach of any License and (iv) past, present or future infringement of any Copyright now or hereafter owned by any Grantor or licensed under a Copyright License and (c) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"*Secured Parties*" shall mean (a) the Lenders, (b) the Administrative Agent, (c) the Collateral Agent, (d) the Issuing Bank, (e) each counterparty to a Hedging Agreement entered into with any Borrower if such counterparty was a Lender or an Affiliate of a Lender at the time the Hedging Agreement was entered into, (f) the beneficiaries of each indemnification obligation undertaken by any Grantor under any Loan Document, (g) any Lender or Affiliate of a Lender in respect of obligations owed to such Lender or Affiliate of a Lender Bank arising from any treasury, depository, cash management or other banking or financial services provided by such Lender or Affiliate of a Lender to any Loan Party and (h) the successors and assigns of each of the foregoing.

"*Security Interest*" shall have the meaning assigned to such term in Section 2.01.

"*Trademark License*" shall mean any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by any Grantor or which any Grantor otherwise has the right to license, or granting to any Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of any

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Grantor under any such agreement.

"*Trademarks*" shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof; and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule VI, (b) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill; provided that Trademarks shall not include any intent-to-use trademark applications if the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications.

SECTION 1.03. *Rules of Interpretation.* The rules of interpretation specified in Section 1.03 of the Credit Agreement shall be applicable to this Agreement.

ARTICLE II

Security Interest

SECTION 2.01. *Security Interest.* As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby bargains, sells, conveys, assigns, sets over, mortgages, pledges, hypothecates and transfers to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in, all of such Grantor's right, title and interest in, to and under the Collateral (the "*Security Interest*"). Without limiting the foregoing, the Collateral Agent is hereby authorized to file one or more financing statements, continuation statements, filings with the United States Patent and Trademark Office or United States Copyright Office (or any successor office) or other documents as it determines reasonably necessary for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest granted by each Grantor, without the signature of any Grantor, and naming any Grantor or the Grantors as debtors and the Collateral Agent as secured party.

SECTION 2.02. *No Assumption of Liability.* The Security Interest is granted as security only and shall not subject the Collateral Agent or any other Secured Party to, or in any way alter or modify any obligation or liability of any Grantor with respect to or arising out of the Collateral.

ARTICLE III

Representations and Warranties

The Grantors jointly and severally represent and warrant to the Collateral Agent and the Secured Parties that:

SECTION 3.01. *Title and Authority.* Each Grantor has good and valid rights in and title to the Collateral with respect to which it has purported to grant a Security Interest hereunder and has

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full power and authority to grant to the Collateral Agent the Security Interest in such Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other person other than any consent or approval which has been obtained except where the failure to obtain such consent or approval, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

SECTION 3.02. *Filings.* (a) Each Perfection Certificate has been duly prepared, completed and executed and the information set forth therein is correct and complete in all material respects. Uniform Commercial Code financing statements or other appropriate filings, recordings or registrations containing a description of the Collateral have been delivered to the Collateral Agent for filing in each governmental, municipal or other office specified in Schedule 6 to the Perfection Certificate, which are all the filings, recordings and registrations (other than filings required to be made in the United States Patent and Trademark Office and the United States Copyright Office in order to perfect the Security Interest in Collateral consisting of United States Patents, Trademarks and Copyrights) that are necessary to publish notice of and protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the ratable benefit of the Secured Parties) in respect of all Collateral in which the Security Interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, and no further or subsequent filing, refilling, recording, rerecording, registration or reregistration is necessary in any such jurisdiction, except as provided under applicable law with respect to the filing of continuation statements.

(b) Fully executed security agreements in the form hereof and containing a description of all Collateral consisting of Intellectual Property have been delivered to the Collateral Agent for recording by the United States Patent and Trademark Office and the United States Copyright Office pursuant to 35 U.S.C. § 261, 15 U.S.C. § 1060 or 17 U.S.C. § 205 and the regulations thereunder, as applicable, and otherwise as may be reasonably required pursuant to the laws of any other reasonably necessary jurisdiction, to protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the ratable benefit of the Secured Parties) in respect of all Collateral consisting of Patents, Trademarks and Copyrights in which a security interest may be perfected by filing, recording or registration in the United States Patent and Trademark Office or United States Copyright Office, and no further or subsequent filing, refiling, recording, rerecording, registration or reregistration is necessary (other than such actions as are necessary to perfect the Security Interest with respect to any Collateral consisting of Patents, Trademarks and Copyrights (or registration or application for registration thereof) acquired or developed after the date hereof).

(c) Fully executed Blocked Account Agreements will be delivered to the Collateral Agent relating to (i) each Blocked Account within forty-five (45) days after the Effective Date and (ii) each account in which Cash and Cash Equivalents or Additional Investments that are included in the Borrowing Base are on deposit (each, a "Collateral Account") on or prior to the date any such Cash and Cash Equivalents or Additional Investments are included in the Borrowing Base.

SECTION 3.03. *Validity of Security Interest.* The Security Interest constitutes (a) a legal and valid security interest in all the Collateral securing the payment and performance of the

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Obligations, (b) subject to the filings described in Section 3.02 above, a perfected security interest in all Collateral in which a security interest may be perfected by filing, recording or registering a financing statement or analogous document in the United States (or any political subdivision thereof) and its territories and possessions pursuant to the Uniform Commercial Code or other applicable law in such jurisdictions, (c) subject to the obtaining of Control, a perfected security interest in all of the Collateral to the extent perfection in the Collateral can be accomplished by Control and (d) a perfected security interest in all Collateral in which a security interest may be perfected upon the receipt and recording of this Agreement with the United States Patent and Trademark Office and the United States Copyright Office pursuant to 35 U.S.C. § 261, 15 U.S.C. § 1060 or 17 U.S.C. § 205. The Security Interest is and shall be prior to any other Lien on any of the Collateral, other than Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement.

SECTION 3.04. *Absence of Other Liens.* The Collateral is owned by the Grantors free and clear of any Lien, except for Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement. The Grantors have not (a) filed or consented to the filing of (i) any financing statement or analogous document under the Uniform Commercial Code or any other applicable laws covering any Collateral, (ii) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with the United States Patent and Trademark Office or the United States Copyright Office or (iii) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with any foreign governmental, municipal or other office, which financing statement or analogous document, assignment, security agreement or similar instrument is still in effect or (b) entered into any agreement in which any Grantor grants Control over any Collateral, except, in each case, with respect to Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement.

SECTION 3.05. *Investments.* The Grantors have no loans to employees, joint ventures with third parties, commodity accounts, debt or equity securities of third parties or other Investment Property (other than the capital stock of any Subsidiary, any Investment Property that constitutes Collateral and Permitted Investments) that, in the aggregate, exceed an aggregate book value of $5,000,000.

ARTICLE IV

Covenants

SECTION 4.01. *Change of Name; Location of Collateral; Records; Place of Business.* (a) Each Grantor agrees promptly to notify the Collateral Agent in writing of any change (i) in its corporate name or in any trade name used to identify it in the conduct of its business or in the ownership of its properties, (ii) in the location of its chief executive office, its principal place of business, any office in which it maintains books or records relating to Collateral owned by it or any office or facility at which Collateral owned by it is located (including the establishment of any such new office or facility), (iii) in its identity or corporate structure or (iv) in its Federal Taxpayer Identification Number or state organizational number. Without limitation of the foregoing, each Grantor will furnish to the Administrative Agent at least fifteen (15) days (or such shorter period of time as may be agreed to by the Administrative Agent) prior written notice of any change in the Grantor's state of organization or incorporation. Each Grantor agrees not to effect or permit any

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change referred to in the preceding two sentences unless all filings have been made under the Uniform Commercial Code or otherwise that are required in order for the Collateral Agent to continue at all times following such change to have a valid, legal and perfected first priority security interest in all the Collateral. Each Grantor agrees promptly to notify the Collateral Agent if any material portion of the Collateral owned or held by such Grantor is damaged or destroyed.

(b) Each Grantor agrees to maintain, at its own cost and expense, such complete and accurate records with respect to the Collateral owned by it as is consistent with its current practices and in accordance with such prudent and standard practices used in industries that are the same as or similar to those in which such Grantor is engaged, but in any event to include complete accounting records indicating all payments and proceeds received with respect to any part of the Collateral, and, at such time or times as the Collateral Agent may reasonably request, promptly to prepare and deliver to the Collateral Agent a duly certified schedule or schedules in form and detail reasonably satisfactory to the Collateral Agent showing the identity, amount and location of any and all Collateral.

SECTION 4.02. *Periodic Certification.* Each year, at the time of delivery of annual financial statements with respect to the preceding fiscal year pursuant to Section 5.01 of the Credit Agreement, the Borrower shall deliver to the Collateral Agent a certificate executed by a Financial Officer and the chief legal officer of the Borrower (a) setting forth the information required pursuant to Section 2 of the Perfection Certificate or confirming that there has been no change in such information since the date of such certificate or the date of the most recent certificate delivered pursuant to this Section 4.02 and (b) certifying that (i) all Uniform Commercial Code financing statements or other appropriate filings, recordings or registrations, including all refilings, rerecordings and reregistrations, containing a description of the Collateral have been filed of record in each governmental, municipal or other appropriate office in each jurisdiction identified pursuant to clause (a) above to the extent necessary to protect and perfect the Security Interest for a period of not less than 18 months after the date of such certificate (except as noted therein with respect to any continuation statements to be filed within such period) and (ii) valid Blocked Account Agreements are in effect with respect to all Blocked Accounts and all Collateral Accounts. Each certificate delivered pursuant to this Section 4.02 shall identify in the format of Schedule III, IV, V, or VI, as applicable, all Intellectual Property of any Grantor in existence on the date thereof and not then listed on such Schedules or previously so identified to the Collateral Agent.

SECTION 4.03. *Protection of Security.* Each Grantor shall, at its own cost and expense, take any and all actions necessary to defend title to the Collateral against all persons and to defend the Security Interest of the Collateral Agent in the Collateral and the priority thereof against any Lien not expressly permitted pursuant to Section 6.02 of the Credit Agreement.

SECTION 4.04. *Further Assurances.* Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Collateral Agent may from time to time reasonably request to assure, preserve, protect and perfect the Security Interest and the rights and remedies created hereby, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the Security Interest and the filing of any financing statements or other documents in connection herewith or therewith. Upon the occurrence and during the continuance of a Triggering Event, if any amount payable by parties other than the Loan Parties

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under or in connection with any of the Collateral shall be or become evidenced by any promissory note or other instrument, such note or instrument shall be immediately pledged and delivered to the Collateral Agent, duly endorsed in a manner satisfactory to the Collateral Agent.

Without limiting the generality of the foregoing, each Grantor hereby authorizes the Collateral Agent, with prompt notice thereof to the Grantors, to supplement this Agreement by supplementing Schedule III, IV, V, or VI, or adding additional schedules hereto to specifically identify any asset or item that may constitute Copyrights, Licenses, Patents or Trademarks; *provided, however*, that any Grantor shall have the right, exercisable within 10 days after it has been notified by the Collateral Agent of the specific identification of such Collateral, to advise the Collateral Agent in writing of any inaccuracy of the representations and warranties made by such Grantor hereunder with respect to such Collateral. Each Grantor agrees that it will use commercially reasonable efforts to take such action as shall be necessary in order that all representations and warranties hereunder shall be true and correct with respect to such Collateral within 30 days after the date it has been notified by the Collateral Agent of the specific identification of such Collateral.

SECTION 4.05. *Inspection and Verification.* The Collateral Agent and such persons as the Collateral Agent may reasonably designate shall have the right, at the Grantors' own cost and expense, to inspect the Collateral, all records related thereto (and to make extracts and copies from such records) and the premises upon which any of the Collateral is located, to discuss the Grantors' affairs with the officers of the Grantors and their independent accountants and to verify under reasonable procedures, in accordance with Section 5.09 of the Credit Agreement, the validity, amount, quality, quantity, value, condition and status of, or any other matter relating to, the Collateral, including, but only upon the occurrence and during the continuance of a Default, in the case of Accounts or Collateral in the possession of any third person, by contacting Account Debtors or the third person possessing such Collateral for the purpose of making such a verification. The Collateral Agent shall have the absolute right to share any information it gains from such inspection or verification with any Secured Party (it being understood that any such information shall be deemed to be "Information" subject to the provisions of Section 9.12 of the Credit Agreement).

SECTION 4.06. *Taxes; Encumbrances.* At its option, the Collateral Agent may discharge past due taxes, assessments, charges, fees, Liens, security interests or other encumbrances at any time levied or placed on the Collateral and not permitted pursuant to Section 6.02 of the Credit Agreement (or after the occurrence and during the continuation of an Event of default, whether or not permitted pursuant to Section 6.02 of the Credit Agreement), and may pay for the maintenance and preservation of the Collateral to the extent any Grantor fails to do so as required by the Credit Agreement or this Agreement, and each Grantor jointly and severally agrees to reimburse the Collateral Agent on demand for any payment made or any expense reasonably incurred by the Collateral Agent pursuant to the foregoing authorization; *provided, however*, that nothing in this Section 4.06 shall be interpreted as excusing any Grantor from the performance of, or imposing any obligation on the Collateral Agent or any Secured Party to cure or perform, any covenants or other promises of any Grantor with respect to taxes, assessments, charges, fees, liens, security interests or other encumbrances and maintenance as set forth herein or in the other Loan Documents.

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SECTION 4.07. *Assignment of Security Interest.* Upon the occurrence and during the continuance of an Event of Default, if at any time any Grantor shall take a security interest in any property of an Account Debtor or any other person to secure payment and performance of an Account, such Grantor shall promptly assign such security interest to the Collateral Agent. Such assignment need not be filed of public record unless necessary to continue the perfected status of the security interest against creditors of and transferees from the Account Debtor or other person granting the security interest.

SECTION 4.08. *Continuing Obligations of the Grantors.* Each Grantor shall remain liable to observe and perform all the conditions and obligations to be observed and performed by it under each contract, agreement or instrument relating to the Collateral, all in accordance with the terms and conditions thereof, and each Grantor jointly and severally agrees to indemnify and hold harmless the Collateral Agent and the Secured Parties from and against any and all liability for such performance; *provided* that such indemnity shall not, as to the Collateral Agent or any of the Secured Parties, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final judgment to have resulted from the gross negligence or willful misconduct of such party.

SECTION 4.09. *Use and Disposition of Collateral.* None of the Grantors shall make or permit to be made an assignment, pledge, transfer or hypothecation of the Collateral or shall grant any other Lien in respect of the Collateral, except as expressly permitted by Sections 6.02 and 6.05 of the Credit Agreement and Section 5.01(d) hereof, in each case subject to the following sentence. Unless and until the Collateral Agent shall notify the Grantors that an Event of Default shall have occurred and be continuing and that during the continuance thereof the Grantors shall not sell, convey, lease, assign, transfer or otherwise dispose of any Collateral (which notice may be given by telephone if promptly confirmed in writing), the Grantors may use and dispose of the Collateral in any lawful manner not inconsistent with the provisions of this Agreement, the Credit Agreement or any other Loan Document.

SECTION 4.10. *Limitation on Modification of Accounts.* None of the Grantors will, without the Collateral Agent's prior written consent, grant any extension of the time of payment of any of the Accounts Receivable, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partly, any person liable for the payment thereof or allow any credit or discount whatsoever thereon, other than extensions, credits, discounts, compromises or settlements granted or made in the ordinary course of business and consistent with its current practices and in accordance with such prudent and standard practices used in industries that are the same as or similar to those in which such Grantor is engaged.

SECTION 4.11. *Insurance.* The Grantors, at their own expense, shall maintain or cause to be maintained insurance covering physical loss or damage to its property in accordance with Section 5.07 of the Credit Agreement. Each Grantor irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as such Grantor's true and lawful agent (and attorney-in-fact) for the purpose, during the continuance of an Event of Default, of making, settling and adjusting claims in respect of Collateral under policies of insurance, endorsing the name of such Grantor on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect thereto. In the event that any Grantor at any time or times shall fail to obtain

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or maintain any of the policies of insurance required hereby or to pay any premium in whole or part relating thereto, the Collateral Agent may, without waiving or releasing any obligation or liability of the Grantors hereunder or any Event of Default, in its sole discretion, obtain and maintain such policies of insurance and pay such premium and take any other actions with respect thereto as the Collateral Agent deems commercially reasonable. All sums disbursed by the Collateral Agent in connection with this Section 4.11, including reasonable attorneys' fees, court costs, expenses and other reasonable charges relating thereto, shall be payable, upon demand, by the Grantors to the Collateral Agent and shall be additional Obligations secured hereby.

SECTION 4.12. *Legend.* To the extent that the Collateral Agent may reasonably request, in order to perfect the Security Interest or to enable the Collateral Agent to exercise its rights and remedies hereunder, each Grantor shall legend, in form and manner satisfactory to the Collateral Agent, its Accounts Receivable and its books, records and documents evidencing or pertaining thereto with an appropriate reference to the fact that such Accounts Receivable have been assigned to the Collateral Agent for the benefit of the Secured Parties and that the Collateral Agent has a security interest therein.

SECTION 4.13. *Covenants Regarding Patent, Trademark and Copyright Collateral.* (a) Each Grantor agrees that it will not, and will use commercially reasonable efforts not to permit any of its licensees to, do any act, or omit to do any act, whereby any Patent which is material to the conduct of such Grantor's business may become invalidated or dedicated to the public, and agrees that it shall continue to mark any products covered by a Patent with the relevant patent number as necessary and sufficient to establish and preserve its maximum rights under applicable patent laws.

(b) Each Grantor (either itself or through its licensees or its sublicensees) will, for each Trademark material to the conduct of such Grantor's business, (i) maintain such Trademark in full force free from any claim of abandonment or invalidity for non-use other than such claims contested in good faith by such Grantor in appropriate proceedings in the proper forums, (ii) maintain the quality of products and services offered under such Trademark, (iii) display such Trademark with notice of Federal or foreign registration to the extent necessary and sufficient to establish and preserve its rights under applicable law and (iv) not knowingly use or knowingly permit the use of such Trademark in violation of any third party rights.

(c) Each Grantor (either itself or through licensees) will, for each work covered by a material Copyright, continue to publish, reproduce, display, adopt and distribute the work with appropriate copyright notice as necessary and sufficient to establish and preserve its rights under applicable copyright laws.

(d) Each Grantor shall notify the Collateral Agent promptly if it knows or has reason to know that any Patent, Trademark or Copyright material to the conduct of its business may become abandoned, lost or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or the United States Copyright Office or any court) regarding such Grantor's ownership of any material Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

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(e) In no event shall any Grantor, either itself or through any agent, employee, licensee or designee, file an application for any Patent, Trademark or Copyright (or for the registration of any Trademark or Copyright) with the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States, unless it promptly informs the Collateral Agent, and, upon request of the Collateral Agent, executes and delivers any and all agreements, instruments, documents and papers as the Collateral Agent may reasonably request to evidence the Collateral Agent's security interest in such Patent, Trademark or Copyright, and each Grantor hereby appoints the Collateral Agent as its attorney-in-fact to execute and file such writings for the foregoing purposes to the extent that such Grantor fails to promptly do so, all acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable.

(f) Each Grantor will take all necessary steps that are consistent with customary practice in any proceeding before the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States, to maintain and pursue each material application relating to the Patents, Trademarks and/or Copyrights (and to obtain the relevant grant or registration) and to maintain each issued Patent and each registration of the Trademarks and Copyrights that is material to the conduct of any Grantor's business, including timely filings of applications for renewal, affidavits of use, affidavits of incontestability and payment of maintenance fees, and, if consistent with good business judgment, to initiate opposition, interference and cancellation proceedings against third parties.

(g) In the event that any Grantor has reason to believe that any Collateral consisting of a Patent, Trademark or Copyright material to the conduct of any Grantor's business has been or is about to be infringed, misappropriated or diluted by a third party, such Grantor promptly shall notify the Collateral Agent and shall, if consistent with good business judgment, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and take such other actions as are appropriate under the circumstances to protect such Collateral.

(h) Upon and during the continuance of an Event of Default, each Grantor shall use its commercially reasonable efforts to obtain all requisite consents or approvals by the licensor of each Copyright License, Patent License or Trademark License to effect the assignment of all of such Grantor's right, title and interest thereunder to the Collateral Agent or its designee.

ARTICLE V

Collections

SECTION 5.01. *Accounts.* (a) From and after the Effective Date, each Grantor agrees to deposit all Daily Receipts into the DDAs on a daily basis.

(b) From and after the Effective Date, the Grantors agree to transfer, or cause to be transferred, all Cash Receipts on deposit in any DDA (except, such amounts necessary (i) for the payment of routine bank service fees and (ii) to reconcile deposit balances) to a Blocked Account. Such transfers shall occur no less than three (3) times a week.

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(c) Except upon the occurrence and during the continuance of a Triggering Event, the Company may instruct each bank or other financial institution at which the Grantors maintain a Blocked Account (each, a "*Blocked Account Bank*") as to the application of any Cash Receipts contained in any Blocked Account and each such Blocked Account Bank shall immediately apply such funds as directed by the Company for use by the Company, subject to Section 5.11 of the Credit Agreement.

(d) Except upon the occurrence and during the continuance of a Triggering Event, the Grantors may use the cash in the Collateral Accounts to make investments in Cash and Cash Equivalents and investments constituting Additional Collateral, provided that such investments are contemporaneously pledged by the Grantors to the Collateral Agent as additional Collateral for the Obligations pursuant to such agreements as may be reasonably required by the Collateral Agent. All investments by the Grantors shall be made at the sole risk of the Grantors and the Collateral Agent shall not be liable for any loss incurred in connection therewith. Except as otherwise expressly provided in this Section 5.01(d) or to the extent Cash and Cash Equivalents or Additional Investments are removed from the Borrowing Base, the Grantors shall have no right to withdraw sums from the Collateral Accounts or to receive any of the Collateral therein.

(e) Upon the occurrence and during the continuance of a Triggering Event, each Blocked Account and Collateral Account will, without any further action taken on the part of any Grantor or the Collateral Agent, automatically convert into a closed account under the exclusive dominion and control of the Collateral Agent in which funds are held subject to the rights of the Collateral Agent hereunder and under the Credit Agreement. During the continuance of a Triggering Event, no Grantor shall have any right or power to withdraw any funds from any Blocked Account or Collateral Account without the prior written consent of the Collateral Agent.

(f) Upon the occurrence and during the continuance of a Triggering Event, the Collateral Agent may in its discretion liquidate or otherwise dispose of any Collateral contained in any Collateral Account prior to the maturity date thereof (and may liquidate all Collateral constituting Additional Investments) and deposit the proceeds thereof in the Concentration Account. All taxes payable on the income of the Cash and Cash Equivalents or Additional Investment or upon any disposition thereof shall be paid by Grantors and the Collateral Agent shall have no obligations with respect thereto.

(g) In the event that a Grantor directly receives any remittances on Accounts Receivable, notwithstanding the arrangements for payment directly into the Blocked Accounts pursuant to Section 5.02, such remittances shall be held for the benefit of the Collateral Agent and the Secured Parties and shall be segregated from other funds of such Grantor, subject to the Security Interest granted hereby, and such Grantor shall cause such remittances and payments to be deposited into a Blocked Account (or after the occurrence of a Triggering Event, the Agent's Account) as soon as practicable after such Grantor's receipt thereof.

(h) All payments by any Grantor into any Blocked Account or the Agent's Account pursuant to this Section 5.01 or Section 5.02, whether in the form of cash, checks, notes, drafts, bills of exchange, money orders or otherwise, shall be deposited in the relevant Blocked Account or Agent's Account in precisely the form in which received (but with any endorsements of such Grantor necessary for deposit or collection), and until they are so deposited such payments shall

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be held in trust by such Grantor for the benefit of the Collateral Agent subject to the Security Interest granted hereby.

SECTION 5.02. *Collections.*

(a) Each Grantor shall at all times comply with the provisions of Section 5.15 of the Credit Agreement including, without limitation, upon the occurrence and during the continuance of a Triggering Event, causing the transfer on each Business Day of all Cash Receipts into the Agent's Account as provided for in the Credit Agreement.

(b) Without the prior written consent of the Collateral Agent, no Grantor shall modify or amend the instructions pursuant to any DDA Notification, Insurance Provider Notification, Credit Card Notification, Blocked Account Agreement or the Coinstar Notification. Each Grantor agrees that with respect to Account Debtors and every other Person required to receive a notification identified in the preceding sentence, it shall have instructed each such Account Debtor or other Person to make all such payments to a Blocked Account established by it (or upon the occurrence and during the continuance of a Triggering Event, the Agent's Account). Each Grantor shall use commercially reasonable efforts to cause each Account Debtor and every other Person identified in the preceding sentence to make all payments with respect to the Accounts Receivable or other Collateral directly to such Blocked Account (or upon the occurrence and during the continuance of a Triggering Event, the Agent's Account).

(c) Without the prior written consent of the Collateral Agent, no Grantor shall, in a manner materially adverse to the Lenders, change the general instructions given to Account Debtors in respect of payment on Accounts to be deposited in a Blocked Account or the Agent's Account. Each Grantor shall, and the Collateral Agent hereby authorizes each Grantor to, enforce and collect all amounts owing on the Inventory and Accounts Receivable, for the benefit and on behalf of the Collateral Agent and the other Secured Parties; *provided, however*, that such privilege may at the option of the Collateral Agent be terminated upon the occurrence and during the continuance of any Event of Default upon notice to the Grantors.

SECTION 5.03. *Power of Attorney.* Each Grantor irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as such Grantor's true and lawful agent and attorney-in-fact, and in such capacity the Collateral Agent shall have the right, with power of substitution for each Grantor and in each Grantor's name or otherwise, for the use and benefit of the Collateral Agent and the Secured Parties, upon the occurrence and during the continuance of an Event of Default (a) to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Collateral or any part thereof; (b) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Collateral; (c) to sign the name of any Grantor on any invoices, schedules of Collateral, freight or express receipts, or bills of lading storage receipts, warehouse receipts or other documents of title relating to any of the Collateral; (d) to sign the name of any Grantor on any notice to the Grantor's Account Debtors (including licensees under any license agreements); (e) to sign the name of any Grantor on any proof of claim in bankruptcy against Account Debtors (including licensees under any license agreements); (f) to sign change of address forms to change the address to which any Grantor's mail is to be sent to such address as the Collateral Agent shall designate; (g) to receive and open any Grantor's mail, remove

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any Proceeds of Collateral therefrom and turn over the balance of such mail either to such Grantor or to any trustee in bankruptcy or receiver of such Grantor, or other legal representative of such Grantor whom the Collateral Agent determines to be the appropriate person to whom to so turn over such mail; (h) to send verifications of Accounts Receivable to any Account Debtor; (i) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any Collateral; (j) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Collateral; (k) to notify or to require any Grantor to notify Account Debtors upon the occurrence of a Triggering Event to make payment directly to the Collateral Agent; (l) to repair, manufacture, assemble, complete, package, deliver, alter or supply goods, if any, necessary to fulfill in whole or in part the purchase order of any customer of the Grantor; (m) to use, license or transfer any or all General Intangibles of any Grantor; and (n) to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral, and to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though the Collateral Agent were the absolute owner of the Collateral for all purposes; *provided, however*, that nothing herein contained shall be construed as requiring or obligating the Collateral Agent or any Secured Party to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Collateral Agent or any Secured Party, or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby, and no action taken or omitted to be taken by the Collateral Agent or any Secured Party with respect to the Collateral or any part thereof shall give rise to any defense, counterclaim or offset in favor of any Grantor or to any claim or action against the Collateral Agent or any Secured Party other than arising out of the gross negligence or willful misconduct of the Collateral Agent or any such Secured Party. It is understood and agreed that the appointment of the Collateral Agent as the agent and attorney-in-fact of the Grantors for the purposes set forth above is coupled with an interest and is irrevocable. The provisions of this Section shall in no event relieve any Grantor of any of its obligations hereunder or under any other Loan Document with respect to the Collateral or any part thereof or impose any obligation on the Collateral Agent or any Secured Party to proceed in any particular manner with respect to the Collateral or any part thereof, or in any way limit the exercise by the Collateral Agent or any Secured Party of any other or further right which it may have on the date of this Agreement or hereafter, whether hereunder, under any other Loan Document, by law or otherwise.

ARTICLE VI

Remedies

SECTION 6.01. *Remedies upon Default.* Upon the occurrence and during the continuance of an Event of Default, each Grantor agrees to deliver each item of Collateral to the Collateral Agent on demand, and it is agreed that the Collateral Agent shall have the right to take any of or all the following actions at the same or different times: (a) with respect to any Collateral consisting of Intellectual Property, on demand, to cause the Security Interest to become an assignment, transfer and conveyance of any of or all such Collateral by the applicable Grantors to the Collateral Agent, or to license or sublicense, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any such Collateral throughout the world on such terms and conditions and in such manner as the Collateral Agent shall reasonably determine (other than in

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violation of any then-existing licensing arrangements to the extent that waivers cannot be obtained), and (b) with or without legal process and with or without prior notice or demand for performance, to take possession of the Collateral and without liability for trespass to peaceably enter any premises where the Collateral may be located for the purpose of taking possession of or removing the Collateral and, generally, to exercise any and all rights afforded to a secured party under the Uniform Commercial Code or other applicable law. Without limiting the generality of the foregoing, each Grantor agrees that the Collateral Agent shall have the right, subject to the mandatory requirements of applicable law, to sell or otherwise dispose of all or any part of the Collateral, at public or private sale or at any broker's board or on any securities exchange, for cash, upon credit or for future delivery as the Collateral Agent shall deem appropriate. The Collateral Agent shall be authorized at any such sale (if it deems it advisable to do so) to restrict the prospective bidders or purchasers to persons who will represent and agree that they are purchasing the Collateral for their own account for investment and not with a view to the distribution or sale thereof, and upon consummation of any such sale the Collateral Agent shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such purchaser at any such sale shall hold the property sold absolutely, free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by law) all rights of redemption, stay and appraisal which such Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

With or without legal process and with or without prior notice or demand for performance, the Collateral Agent may, upon the occurrence and during the continuance of an Event of Default, enter upon, occupy, and use any premises owned or occupied by the Grantor, and may exclude the Grantor from such premises or portion thereof as may have been so entered upon, occupied, or used by the Collateral Agent. The Collateral Agent shall not be required to remove any of the Collateral from any such premises upon the Collateral Agent's taking possession thereof, and may render any Collateral unusable to the Grantor. In no event shall the Collateral Agent be liable to the Grantor for use or occupancy by the Collateral Agent of any premises pursuant to this Section 6.01, nor for any charge (such as wages for the Grantor's employees and utilities) incurred in connection with the Collateral Agent's exercise of the Collateral Agent's rights and remedies hereunder (except for any liability or expense incurred as a result of the Collateral Agent's gross negligence or willful misconduct).

With respect to any Collateral consisting of Inventory, the Collateral Agent may conduct one or more going out of business sales, in the Collateral Agent's own right or by one or more agents and contractors. Such sale(s) may be conducted upon any premises owned, leased, or occupied by any Grantor. The Collateral Agent and any such agent or contractor, in conjunction with any such sale, may augment the Inventory with other goods (all of which other goods shall remain the sole property of the Collateral Agent or such agent or contractor). Any amounts realized from the sale of such goods which constitute augmentations to the Inventory (net of an allocable share of the costs and expenses incurred in their disposition) shall be the sole property of the Collateral Agent or such agent or contractor and neither any Grantor nor any Person claiming under or in right of any Grantor shall have any interest therein. Each purchaser at any such going out of business sale shall hold the property sold absolutely, free from any claim or right on the part of any Grantor.

Unless the Collateral is perishable or threatens to decline speedily in value, or is of a type

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customarily sold on a recognized market (in which event the Collateral Agent shall provide the Grantor such notice as may be practicable under the circumstances), the Collateral Agent shall give the Grantors 10 days' written notice (which each Grantor agrees is reasonable notice within the meaning of Section 9-611 of the Uniform Commercial Code as in effect in the State of New York or its equivalent in other jurisdictions) of the Collateral Agent's intention to make any sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale and, in the case of a sale at a broker's board or on a securities exchange, shall state the board or exchange at which such sale is to be made and the day on which the Collateral, or portion thereof, will first be offered for sale at such board or exchange. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Collateral Agent may fix and state in the notice (if any) of such sale. At any such sale, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Collateral Agent may (in its sole and absolute discretion) determine. The Collateral Agent shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Collateral Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Collateral Agent until the sale price is paid by the purchaser or purchasers thereof, but the Collateral Agent shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice. At any public (or, to the extent permitted by law, private) sale made pursuant to this Section, any Secured Party may bid for or purchase, free (to the extent permitted by law) from any right of redemption, stay, valuation or appraisal on the part of any Grantor (all said rights being also hereby waived and released to the extent permitted by law), the Collateral or any part thereof offered for sale and may make payment on account thereof by using any claim then due and payable to such Secured Party from any Grantor as a credit against the purchase price, and such Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to any Grantor therefor. For purposes hereof, a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof; the Collateral Agent shall be free to carry out such sale pursuant to such agreement and no Grantor shall be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Collateral Agent shall have entered into such an agreement all Events of Default shall have been remedied and the Obligations paid in full; provided, however, that the Collateral Agent shall apply the proceeds from any such sale in the manner provided in Section 6.02. As an alternative to exercising the power of sale herein conferred upon it, the Collateral Agent may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver.

SECTION 6.02. *Application of Proceeds.* After the occurrence and during the continuance of an Event of Default, the Collateral Agent shall apply the proceeds of any collection or sale of the Collateral, as well as any Collateral consisting of cash, as follows:

FIRST, to the payment of all reasonable costs and expenses incurred by the

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Administrative Agent or the Collateral Agent (in its capacity as such hereunder or under any other Loan Document) in connection with such collection or sale or otherwise in connection with this Agreement or any of the Obligations (excluding Obligations described in Clauses (a)(iii) and (d) of the definition of Obligations), including all court costs and the reasonable fees and expenses of its agents and legal counsel, the repayment of all reasonable advances made by the Collateral Agent hereunder or under any other Loan Document on behalf of any Grantor and any other reasonable costs or expenses incurred in connection with the exercise of any right or remedy hereunder or under any other Loan Document;

SECOND, ratably to the Lenders payment of accrued interest in respect of the Loans until paid in full;

THIRD, to the Swingline Lender, all principal in respect of any Swingline Loans until paid in full;

FOURTH, ratably to the Lenders all principal in respect of the Loans (other than any Swingline Loans) until paid in full;

FIFTH, to the Administrative Agent, to be held by the Administrative Agent as cash collateral for the benefit of the Issuing Bank, an amount up to 100% of the aggregate stated amounts of all then exiting Letters of Credit;

SIXTH, ratably to each Lender or Affiliate of a Lender that has provided treasury, depository, cash management or other banking services to a Loan Party, an amount equal to all outstanding Obligations owed to such Lender or Affiliate of a Lender arising from any treasury, depository, cash management or other banking or financial services provided by such Lender or Affiliate of a Lender to any Loan Party;

SEVENTH, ratably to each Lender or Affiliate of a Lender that is a counterparty to any Hedging Agreement with any Borrower, all Obligations due such Lender or Affiliate of a Lender under such Hedging Agreement, until paid in full; and

EIGHTH, to the Grantors, their successors or assigns, or as a court of competent jurisdiction may otherwise direct.

The Collateral Agent shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement. Upon any sale of the Collateral by the Collateral Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Collateral Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Collateral Agent or such officer or be answerable in any way for the misapplication thereof.

SECTION 6.03. *Grant of License to Use Intellectual Property and Other Property.* For the purpose of enabling the Collateral Agent to exercise rights and remedies under this Article at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies,

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each Grantor hereby grants to the Collateral Agent (and its agents and contractors) (a) an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to the Grantors) to use, license or sub-license any of the Collateral consisting of Intellectual Property now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof and (b) the right to utilize (exercisable without any compensation to the Grantors) all other property and assets of the Grantors (including, without limitation, furniture, fixtures and equipment) to the extent necessary or appropriate to sell, lease or otherwise dispose of any of the Collateral and to the extent such right can be granted by the Grantors without the consent of any third party. The foregoing rights may be exercised, at the option of the Collateral Agent, upon the occurrence and during the continuation of an Event of Default; *provided* that any license, sub-license or other transaction entered into by the Collateral Agent in accordance herewith shall be binding upon the Grantors notwithstanding any subsequent cure of an Event of Default.

ARTICLE VII

Miscellaneous

SECTION 7.01. *Notices.* All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 9.01 of the Credit Agreement. All communications and notices hereunder to any subsidiary listed in Schedule I or II shall be given to it at its address or telecopy number set forth on Schedule I or II, with a copy to Company.

SECTION 7.02. *Security Interest Absolute.* All rights of the Collateral Agent hereunder, the Security Interest and all obligations of the Grantors hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Credit Agreement, any other Loan Document, any agreement with respect to any of the Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement, any other Loan Document or any other agreement or instrument, (c) any exchange, release or non-perfection of any Lien on other collateral, or any release or amendment or waiver of or consent under or departure from any guarantee, securing or guaranteeing all or any of the Obligations, or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor in respect of the Obligations or this Agreement.

SECTION 7.03. *Survival of Agreement.* All covenants, agreements, representations and warranties made by any Grantor herein and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement shall be considered to have been relied upon by the Secured Parties and shall survive the making by the Lenders of the Loans, and the execution and delivery to the Lenders of any notes evidencing such Loans, regardless of any investigation made by the Lenders or on their behalf, and shall continue in full force and effect until this Agreement shall terminate.

SECTION 7.04. *Binding Effect; Several Agreement.* This Agreement shall become

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effective as to any Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon such Grantor and the Collateral Agent and their respective successors and assigns, and shall inure to the benefit of such Grantor, the Collateral Agent and the other Secured Parties and their respective successors and assigns, except that no Grantor shall have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by this Agreement or the Credit Agreement. This Agreement shall be construed as a separate agreement with respect to each Grantor and may be amended, modified, supplemented, waived or released with respect to any Grantor without the approval of any other Grantor and without affecting the obligations of any other Grantor hereunder.

SECTION 7.05. *Successors and Assigns.* Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all covenants, promises and agreements by or on behalf of any Grantor or the Collateral Agent that are contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns.

SECTION 7.06. *Collateral Agent's Fees and Expenses; Indemnification.* (a) Without limitation of its indemnification obligations under the other Loan Documents, each Grantor jointly and severally agrees to pay upon demand to the Collateral Agent the amount of any and all reasonable expenses, including the reasonable fees, disbursements and other charges of its counsel and of any experts or agents, which the Collateral Agent may incur in connection with (i) the administration of this Agreement (including the customary fees and charges of the Collateral Agent for any monitoring or audits conducted by it or on its behalf with respect to the Accounts Receivable or Inventory), (ii) the custody or preservation of, or the sale of, collection from or other realization upon any of the Collateral, (iii) the exercise, enforcement or protection of any of the rights of the Collateral Agent hereunder or (iv) the failure of any Grantor to perform or observe any of the provisions hereof.

(b) Without limitation of its indemnification obligations under the other Loan Documents, each Grantor jointly and severally agrees to indemnify the Collateral Agent and the other Indemnitees against, and hold each of them harmless from, any and all losses, claims, damages, liabilities and related expenses, including reasonable fees, disbursements and other charges of counsel, asserted against or reasonably incurred by any of them arising out of, in any way connected with, or as a result of, the execution, delivery or performance of this Agreement or any claim, litigation, investigation or proceeding relating hereto or to the Collateral, whether or not any Indemnitee is a party thereto; *provided* that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee.

(c) Any such amounts payable as provided hereunder shall be additional Obligations secured hereby and by the other Security Documents. The provisions of this Section 7.06 shall remain operative and in full force and effect regardless of the termination of this Agreement or any other Loan Document, the consummation of the transactions contemplated hereby, the repayment of any of the Loans, the invalidity or unenforceability of any term or provision of this

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Agreement or any other Loan Document, or any investigation made by or on behalf of the Collateral Agent or any Lender. All amounts due under this Section 7.06 shall be payable on written demand therefor.

SECTION 7.07. **GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK (EXCEPT FOR THE CONFLICT OF LAWS RULES THEREOF, BUT INCLUDING GENERAL OBLIGATIONS LAW SECTIONS 5-1401 AND 5-1402).**

SECTION 7.08. *Waivers; Amendment.* (a) No failure or delay of the Collateral Agent in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Collateral Agent hereunder and of the Collateral Agent, the Issuing Bank, the Administrative Agent and the Lenders under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provisions of this Agreement or any other Loan Document or consent to any departure by any Grantor therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) below, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on any Grantor in any case shall entitle such Grantor or any other Grantor to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Collateral Agent and the Grantor or Grantors with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 9.02 of the Credit Agreement.

SECTION 7.09. **WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.**

SECTION 7.10. *Severability.* In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a

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particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 7.11. *Counterparts*. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract (subject to Section 7.04), and shall become effective as provided in Section 7.04. Delivery of an executed signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

SECTION 7.12. *Headings*. Article and Section headings used herein are for the purpose of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

SECTION 7.13. *Jurisdiction; Consent to Service of Process*. (a) Each Grantor hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or any other Loan Document, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or any other Loan Document shall affect any right that the Administrative Agent, the Collateral Agent, the Issuing Bank or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against any of the Grantors or their respective properties in the courts of any jurisdiction.

(b) Each Grantor hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in paragraph (a) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 7.01. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 7.14. *Termination*. This Agreement and the Security Interest shall terminate when all the Obligations have been indefeasibly paid in full (other than (i) contingent indemnification obligations with respect to then unasserted claims which, pursuant to the terms of this Agreement, the other Loan Documents or the Hedging Agreements described in clause (d) of the definition of Obligations hereunder, survive the termination of this Agreement, the other Loan

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Documents or the Hedging Agreements described in clause (d) of the definition of Obligations hereunder, (ii) the obligations described in clause (a) (iii) of the definition of Obligations and (iii) the obligations described in clause (d) of the definition of Obligations), the Lenders have no further commitment to lend, the L/C Exposure has been reduced to zero or collateralized to the satisfaction of the Administrative Agent and the Issuing Bank has no further commitment to issue Letters of Credit under the Credit Agreement, at which time the Collateral Agent shall deliver to the Grantors written authority to terminate, at the Grantors' expense, all Uniform Commercial Code financing statements and similar documents which the Grantors shall reasonably request to evidence such termination. Any execution and delivery of termination statements or documents pursuant to this Section 7.14 shall be without recourse to or warranty by the Collateral Agent. A Subsidiary Guarantor shall automatically be released from its obligations hereunder and the Security Interest in the Collateral of such Subsidiary Guarantor shall be automatically released in the event that all the capital stock of such Subsidiary Guarantor shall be sold, transferred or otherwise disposed of to a person that is not an Affiliate of any Borrower (i) in accordance with the terms of Section 6.05 of the Credit Agreement or (ii) if the Required Lenders shall have consented to such sale, transfer or other disposition (to the extent required by the Credit Agreement) and the terms of such consent did not provide otherwise. Upon any sale or other transfer by any Grantor of any Collateral that is permitted under the Credit Agreement to any person that is not a Grantor, or, upon the effectiveness of any written consent to the release of the security interest granted hereby in any Collateral pursuant to Section 9.02(b) of the Credit Agreement, the security interest in such Collateral shall be automatically released.

SECTION 7.15. *Additional Grantors.* Pursuant to Section 5.12 of the Credit Agreement, each Subsidiary of the Company that is a Loan Party that was not in existence or not a Subsidiary on the date of the Credit Agreement is required to enter into this Agreement as a Guarantor upon being a Subsidiary if such Subsidiary owns or possesses property of a type that would be considered Collateral hereunder. Upon execution and delivery by the Collateral Agent and such Subsidiary of an instrument in the form of Annex 2, such Subsidiary shall become a Grantor hereunder with the same force and effect as if originally named as a Grantor herein. The execution and delivery of any such instrument shall not require the consent of any Grantor hereunder. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor as a party to this Agreement.

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

THE GREAT ATLANTIC & PACIFIC TEA COMPANY, INC.

By:_____
Name: William J. Moss
Title: Vice President Treasurer

EACH OF THE OTHER LOAN PARTIES LISTED ON SCHEDULE I AND SCHEDULE II HERETO

By:_____
Name: William J. Moss
Title: Vice President

BANK OF AMERICA, N.A., as Collateral Agent

By:_____
Name:
Title

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

THE GREAT ATLANTIC & PACIFIC TEA COMPANY, INC.

By:_____
Name:
Title:

EACH OF THE OTHER LOAN PARTIES LISTED ON SCHEDULE I AND SCHEDULE II HERETO

By:_____
Name:
Title:

BANK OF AMERICA, N.A., as Collateral Agent

By: Alexis MacElhenny
Name: Alexis MacElhenny
Title Director

SCHEDULE 1

Borrower	Type of Entity	Registered Organization (Yes/No)	Organizational Number	Federal Taxpayer Identification Number	State of Formation
The Great Atlantic & Pacific Tea Company, Inc.	Corp.	Y	D00232520	13-1890974	Maryland
Borman's, Inc.	Corp.	Y	0707723	38-1339761	Delaware
Compass Foods, Inc.	Corp.	Y	0718209	13-2640653	Delaware
Food Basics, Inc.	Corp.	Y	3408929	22-3821210	Delaware
Hopelawn Property I, Inc.	Corp.	Y	2895268	22-3596590	Delaware
Lo-Lo Discount Stores, Inc.	Corp.	Y	22243900	13-2378662	Texas
Shopwell, Inc.	Corp.	Y	0452728	13-1703304	Delaware
Super Fresh Food Markets, Inc.	Corp.	Y	2071021	22-2402491	Delaware
Super Fresh/Sav- A -Center, Inc.	Corp.	Y	2060287	22-2630228	Delaware
Super Market Service Corp.	Corp.	Y	348388	24-0835014	Pennsylvania
Waldbaum, Inc.	Corp.	Y	N/A	11-1448599	New York

To any Borrower at:
c/o The Great Atlantic & Pacific Tea Company
Two Paragon Drive
Montvale, NJ 07645
Attention of the Treasurer
Telecopy No. (201) 571-8036

SCHEDULE 2

Guarantor	Type of Entity	Registered Organization (Yes/No)	Organizational Number	Federal Taxpayer Identification Number	State of Formation
A & P Wine and Spirits, Inc.	Corp.	Y	STATE USES FID #	04-3210452	Massachusetts
ANP Properties I Corp.	Corp.	Y	0836799	22-2151866	Delaware
ANP Sales Corp.	Corp.	Y	D01292200	22-2384378	Maryland
Big Star, Inc.	Corp.	Y	J508194	22-2630238	Georgia
DLCH Acquisition Corporation	Corp	Y	2104415	22-2780701	Delaware
Family Center, Inc.	Corp.	Y	0825523	22-2121119	Delaware
Felicity Historical Development Corporation	Corp.	Y	34654247D	22-3647748	Louisiana
Futurestore Food Markets, Inc.	Corp.	Y	2050737	22-2576786	Delaware
Gerard Avenue, Inc.	Corp.	Y	3151568	22-3705165	Delaware
Hamilton Property I, Inc.	Corp	Y	2895262	22-3596589	Delaware
Kwik Save Inc.	Corp.	Y	194133	23-1658636	Pennsylvania
Limited Foods, Inc.	Corp.	Y	2496015	22-3365137	Delaware
Montvale Holdings, Inc.	Corp.	Y	0100694867	22-3486664	New Jersey
North Jersey Properties, Inc. I	Corp.	Y	2888817	22-3596578	Delaware
North Jersey Properties, Inc. II	Corp.	Y	2888822	22-3596581	Delaware
North Jersey Properties, Inc. IV	Corp.	Y	2888824	22-3596584	Delaware
North Jersey Properties, Inc. V	Corp	Y	2888826	22-3596585	Delaware
North Jersey Properties, Inc. VI	Corp.	Y	2888829	22-3596586	Delaware
Richmond Twice, Incorporated	Corp	Y		22-2561246	Delaware
Southern Acquisition Corporation	Corp.	Y	2174367	22-3169659	Delaware
Southern Development, Inc. of Delaware	Corp.	Y	2060287	22-2613925	Delaware
Super Fresh Food Markets of Maryland, Inc.	Corp.	Y	D01521707	22-2433850	Maryland
Super Fresh Food Markets of Virginia, Inc.	Corp.	Y	2071021	22-2709413	Delaware
Super Plus Food Warehouse, Inc.	Corp.	Y	0945012	22-2419532	Delaware
Supermarket Distribution Service-Florence, Inc.	Corp.	Y	0100186365	22-2435824	New Jersey
Supermarket Distribution Service Corp.	Corp.	Y	0100066728	22-2213135	New Jersey
Supermarket Distribution Services, Inc.	Corp.	Y	0902708	22-2323850	Delaware
Supermarket Systems, Inc.	Corp.	Y	0831033	22-2132106	Delaware
Tea Development Co., Inc.	Corp.	Y	2538848	22-3397431	Delaware

Guarantor	Type of Entity	Registered Organization (Yes/No)	Organizational Number	Federal Taxpayer Identification Number	State of Formation
The Great Atlantic & Pacific Tea Co. of Vermont, Inc.	Corp.	Y	F03081	13-1953865	Vermont
The South Dakota Great Atlantic & Pacific Tea Company, Inc.	Corp.	Y	DB023380	22-2524647	South Dakota
Transco Service-Milwaukee, Inc.	Corp.	Y	0100220468	22-2507978	New Jersey
W.S.L. Corporation	Corp.	Y	0100222417	22-2539534	New Jersey
2008 Broadway, Inc.	Corp.	Y	N/A	22-2340986	New York
Bev Ltd.	Corp	Y	2019025	38-2499046	Delaware
Detroit Pure Milk Co.	Corp.	Y	150665	38-0480680	Michigan
Farmer Jack Pharmacies, Inc.	Corp.	Y	062594	38-0325420	Michigan
Farmer Jack's of Ohio, Inc.	Corp.	Y	485607	38-1195542	Ohio
SEG Stores, Inc.	Corp.	Y	2119000	87-0444940	Delaware
Wesley's Quaker Maid, Inc.	Corp.	Y	145253	38-6063800	Michigan
Kohl's Food Stores, Inc. - All Closed					
Kohl's Appleton, Inc.	Corp.	Y	IK11381	22-2472508	Wisconsin
Kohl's Beloit, Inc.	Corp.	Y	IK05788	39-1180539	Wisconsin
Kohl's Beverage Mart - Grant Park, Inc.	Corp	Y	IK05303	39-1165719	Wisconsin
Kohl's Brookfield, Inc.	Corp.	Y	IK05305	39-1154196	Wisconsin
Kohl's Country Fair Liquors, Inc.	Corp.	Y	K022062	39-1546800	Wisconsin
Kohl's Cudahy, Inc.	Corp	Y	IK05583	39-1165718	Wisconsin
Kohl's Douglas, Inc.	Corp.	Y	IK05306	39-1154200	Wisconsin
Kohl's Durand, Inc.	Corp.	Y	IK05307	39-1154201	Wisconsin
Kohl's Fond Du Lac, Inc.	Corp.	Y	IK05308	39-1154202	Wisconsin
Kohl's Forest Home, Inc.	Corp	Y	IK05929	39-1193817	Wisconsin
Kohl's Fox Point, Inc.	Corp.	Y	IK05310	39-1154199	Wisconsin
Kohl's Grange, Inc.	Corp.	Y	IK05311	39-1154184	Wisconsin
Kohl's Lombardi, Inc.	Corp.	Y	IK05312	39-1154185	Wisconsin
Kohl's Monona, Inc.	Corp	Y	IK06050	39-1206265	Wisconsin
Kohl's Neenah, Inc.	Corp.	Y	IK05314	39-1154187	Wisconsin
Kohl's Oshkosh, Inc.	Corp.	Y	IK06051	39-1205780	Wisconsin
	Corp.	Y	IK05316	39-1154189	Wisconsin

Guarantor	Type of Entity	Registered Organization (Yes/No)	Organizational Number	Federal Taxpayer Identification Number	State of Formation
Kohl's Park, Inc.	Corp.	Y	1K05405	39-1154190	Wisconsin
Kohl's Ruby Isle, Inc.	Corp	Y	1K05318	39-1154191	Wisconsin
Kohl's Shorewood, Inc.	Corp.	Y	1K11390	39-1449208	Wisconsin
Kohl's University, Inc.	Corp.	Y	1K05317	39-1154192	Wisconsin
Kohl's Washington, Inc.	Corp.	Y	1K05319	39-1154193	Wisconsin
Kohl's Waukesha, Inc.	Corp	Y	1K05659	39-1171785	Wisconsin
Ridge Liquors, Inc.	Corp.	Y	1R10261	39-1205406	Wisconsin
1046 Yonkers Ave. Corp.	Corp.	Y	NY DOES NOT ISSUE ONE	13-2991499	New York
111 North Ave. Realty Corp.	Corp	Y	NY DOES NOT ISSUE ONE	13-2940404	New York
Clay-Park Realty Co., Inc.	Corp.	Y	NY DOES NOT ISSUE ONE	22-3590902	New York
Daitch Crystal Dairies, Inc.	Corp.	Y	NY DOES NOT ISSUE ONE	13-2881165	New York
Delaware County Dairies, Inc.	Corp.	Y	NY DOES NOT ISSUE ONE	15-0287090	New York
Four One Leasing Corp.	Corp	Y	NY DOES NOT ISSUE ONE	13-2881172	New York
Gramatan Foodtown Corp.	Corp.	Y	NY DOES NOT ISSUE ONE	13-6115549	New York
Shopwell, Inc.	Corp.	Y	042311	1064245000	Connecticut
Shopwell, Inc.	Corp.	Y	132628617	13-2625617	Massachusetts
Shopwell, Inc.	Corp.	Y	0100680413	8164-2900-00	New Jersey
The Food Emporium, Inc.	Corp	Y	NY DOES NOT ISSUE ONE	13-3037724	New York
The Food Emporium, Inc.	Corp.	Y	019034	13-3038078	Connecticut
The Food Emporium, Inc.	Corp.	Y	2003135	13-3158370	Delaware
The Food Emporium, Inc.	Corp.	Y	0100141138	13-3073242	New Jersey
The Wine Emporium, Inc.	Corp	Y	0300233	13-2650724	Connecticut
Tradewell Foods of Connecticut, Inc.	Corp.	Y	0088391	06-0565748	Connecticut
APW Supermarket Corporation	Corp.	Y	2108804	11-2857132	Delaware
APW Supermarkets, Inc.	Corp.	Y	N/A	22-3119509	New York
Amboy Road Development Corp.	Corp.	Y	NY DOES NOT ISSUE ONE	11-2539601	
APW Produce Company, Inc.	Corp.	Y	N/A	11-1785084	New York
Barnat Construction Corp.	Corp	Y	NY DOES NOT ISSUE ONE	11-2049462	New York
Greenlawn Land Development Corp.	Corp.	Y	NY DOES NOT ISSUE ONE	11-2417062	New York
Hempstead Marketplace, Inc.	Corp.	Y	NY DOES NOT ISSUE ONE	11-2535696	New York
Lake Grove Realty Corp.	Corp.	Y	NY DOES NOT ISSUE ONE	11-2440064	New York

Guarantor	Type of Entity	Registered Organization (Yes/No)	Organizational Number	Federal Taxpayer Identification Number	State of Formation
LBRO Realty, Inc.	Corp.	Y	NY DOES NOT ISSUE ONE	11-2391125	New York
McLean Avenue Plaza Corp.	Corp.	Y	NY DOES NOT ISSUE ONE	11-2555227	New York
Spring Lane Produce Corp.	Corp.	Y	NY DOES NOT ISSUE ONE	13-2855080	New York
The Meadows Plaza Development Corp.	Corp.	Y	NY DOES NOT ISSUE ONE	11-2463830	New York
Waldbaum-College Point Center, Inc.	Corp.	Y	NY DOES NOT ISSUE ONE	11-2463830	New York

To any Guarantor at:
c/o The Great Atlantic & Pacific Tea Company
Two Paragon Drive
Montvale, NJ 07645
Attention of the Treasurer
Telecopy No. (201) 571-8036

SCHEDULE III

Copyrights

None.

SCHEDULE IV

Licenses

None.

SCHEDULE V

Patents

None.

SCHEDULE VI

Trademarks

MARK	REGISTERED OWNER/APPLICANT	Appl. No. (Reg. No.)	Exp. Date
A & P (Design and color)	The Great Atlantic & Pacific Tea Company	73/454,363 (1,304,288)	11/6/04 Renewal filed: May 2, 2005
A & P (Stylized)	The Great Atlantic & Pacific Tea Company	75/064,054 (2,024,122)	12/17/06
A & P (Block Letters)	The Great Atlantic & Pacific Tea Company	76/390,443 (2,713,141)	5/06/13
AMAZE AWAY	The Great Atlantic & Pacific Tea Company	78/549,806 ( )	
AMERICA'S CHOICE	The Great Atlantic & Pacific Tea Company	74/234,200 (2,019,444)	11/26/06
AMERICA'S CHOICE	The Great Atlantic & Pacific Tea Company	74/801,783 (1,861,428)	10/25/14
AMERICA'S CHOICE	The Great Atlantic & Pacific Tea Company	74/801,784 (1,860,494)	10/25/14
AMERICA'S CHOICE	The Great Atlantic & Pacific Tea Company	74/332,876 (2,425,385)	1/30/11
AMERICA'S CHOICE	The Great Atlantic & Pacific Tea Company	73/514,986 (1,384,513)	
AMERICA'S CHOICE	The Great Atlantic & Pacific Tea Company	78/218,486 ( )	
AMERICA'S CHOICE (standard character format)	The Great Atlantic & Pacific Tea Company	78/395,344 ( )	
ANN PAGE	The Great Atlantic & Pacific Tea Company	0,507,581	2009/03/15
ATHENA	The Great Atlantic & Pacific Tea Company	78/238,300 (2,861,651)	07/06/14
BABY BONUS SAVINGS CLUB	The Great Atlantic & Pacific Tea Company	76/465,806 ( )	Abandoned 2/29/04
BASICS	The Great Atlantic & Pacific Tea Company	78/311,001 (2,884,450)	9/14/14

MARK	REGISTERED OWNER/APPLICANT	Appl. No. (Reg. No.)	Exp. Date
BALDERSON'S	The Great Atlantic & Pacific Tea Company	72/159,580 (765,268)	2/18/04
Beauty Pride	The Great Atlantic & Pacific Tea Company	73/276,185 (1,279,449)	5/29/04
BEEF BEYOND BELIEF	The Great Atlantic & Pacific Tea Company	78/437,260	
BRILLIANT BUBBLES	The Great Atlantic & Pacific Tea Company	78/202,468 78/202,468 (2,808,673)	1/27/14
CLUB SUPER FRESH	The Great Atlantic & Pacific Tea Company	78/385,991	
CONCORDE	The Great Atlantic & Pacific Tea Company	78/238,266 (2,861,650)	7/06/14
CRAZY DEALS	The Great Atlantic & Pacific Tea Company	78/502,215	
DOLLAR BARN	The Great Atlantic & Pacific Tea Company	78/303,661 ( )	
EASY BRIGHT NIGHT	The Great Atlantic & Pacific Tea Company	78/324,523 ( )	
EXPRESS YOURSELF	The Great Atlantic & Pacific Tea Company	76/406,160 (2,680,997)	1/28/13
FARMER JACK	The Great Atlantic & Pacific Tea Company	73/664,142 (1,479,128)	3/01/08
(Stylized) FJ	The Great Atlantic & Pacific Tea Company	76/386,568 (2,723,648)	6/10/13
FARMER JACK Logo (NEW)	The Great Atlantic & Pacific Tea Company	78/269,618 (2,874,722)	8/17/14
FEEL LIKE A TRUE GORMET!	The Great Atlantic & Pacific Tea Company	78/266,173 (2,881,606)	9/07/14
FOOD BASICS	The Great Atlantic & Pacific Tea Company	76/386,404 (2,726,744)	6/17/13
(Design and color) food BASICS	The Great Atlantic & Pacific Tea Company	76/386,781 (2,766,316)	9/23/13
FOODS AS SPECIAL AS THE VILLAGE MARKET	The Great Atlantic & Pacific Tea Company	78/488,626	
FOR GOODNESS SHAKE	The Great Atlantic & Pacific Tea Company	78/235,016 ( )	

MARK	REGISTERED OWNER/APPLICANT	Appl. No. (Reg. No.)	Exp. Date
FRESH CHALLENGE	The Great Atlantic & Pacific Tea Company	78/503,093	
FRESH CUT PRICE	The Great Atlantic & Pacific Tea Company	78/551,462	
FRESH FROM THE VINEYARD	The Great Atlantic & Pacific Tea Company	78/481,891	
FRESH REWARDS	The Great Atlantic & Pacific Tea Company	78/303,800 ABANDONED	
Fruit Valley	The Great Atlantic & Pacific Tea Company	73/306,776 (1,243,005)	N/A
FUTURE STORE	The Great Atlantic & Pacific Tea Company	73/517,861 (1,355,968)	8/20/05
GIVE YOURSELF ANOTHER CHOICE	The Great Atlantic & Pacific Tea Company	78/431,546	
(Stylized) health pride	The Great Atlantic & Pacific Tea Company	73/277,359 (1,232,381)	03/29/13
HEALTHY REWARDS	The Great Atlantic & Pacific Tea Company	78/236,046 ( )	
I LOVE THIS STORE!	The Great Atlantic & Pacific Tea Company	76/424,332 ( )	
JANE PARKER	The Great Atlantic & Pacific Tea Company	78/692,338	
MASTER CHOICE	The Great Atlantic & Pacific Tea Company	78/218,673 (2,857,946)	6/29/14
(Stylized) MASTER MC CHOICE	The Great Atlantic & Pacific Tea Company	75/070,346 (2,073,501)	6/24/07
(Stylized) MASTER MC CHOICE	The Great Atlantic & Pacific Tea Company	73/696,142 (1,519,019)	1/3/09
(Miscellaneous Design)	Borman's Inc.	73/276,030 (1,182,561)	12/15/11

MARK	REGISTERED OWNER/APPLICANT	Appl. No. (Reg. No.)	Exp. Date
Nature's Naturals	The Great Atlantic & Pacific Tea Company	73/324,028 (1,236,574)	N/A
O2	The Great Atlantic & Pacific Tea Company	78/247,608	
Oven Best	The Great Atlantic & Pacific Tea Company	73/306,767 (1,243,022)	N/A
(Design & Color) ahoy	The Great Atlantic & Pacific Tea Company	72/271,146 (855,682)	8/27/08
PREFERRED PET	The Great Atlantic & Pacific Tea Company	78/425,504	
R	The Great Atlantic & Pacific Tea Company		10/03/05
RED ALARM	The Great Atlantic & Pacific Tea Company	78/220,193 (2,924,218)	10-01-15
SAV-A-CENTER	The Great Atlantic & Pacific Tea Company	73/583,389 (1,412,706)	10/07/06
SPLISH SPLASH	The Great Atlantic & Pacific Tea Company	78/481,891	
SQUEEZE MEEZE	The Great Atlantic & Pacific Tea Company	78/357,980	
SUPER FRESH	The Great Atlantic & Pacific Tea Company	73/732,662 (2,085,126)	8/05/07
SUPERMARKET OF CHOICE	The Great Atlantic & Pacific Tea Company	75/611,542 (2,527,933)	1/08/12
(Stylized) the Food Emporium	The Great Atlantic & Pacific Tea Company	76/346,252 (2,685,875)	2/11/13
THE FOOD EMPORIUM	The Great Atlantic & Pacific Tea Company	76/360,323 (2,741,163)	7/29/13
THE GREAT STORE JUST NEXT DOOR	The Great Atlantic & Pacific Tea Company	74/404,668 (1,826,728)	N/A
THE VERY B EST... JUST FOR YOU!	The Great Atlantic & Pacific Tea Company	76/439,689 (2,761,287)	9/09/13
TORNADO SPLASH	The Great Atlantic & Pacific Tea Company	78/435495	

MARK	REGISTERED OWNER/APPLICANT	Appl. No. (Reg. No.)	Exp. Date
TOUGH JOB	The Great Atlantic & Pacific Tea Company	78/392,235	
ULTRA XTREME	The Great Atlantic & Pacific Tea Company	78/715,736	
WE'RE THINKING FRESH	The Great Atlantic & Pacific Tea Company	78/533,406	

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