

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kings Super Markets, Inc.		04/28/2006	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	Jefferies Finance LLC
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1375135	COOKINGSTUDIO
Registration Number:	2167045	IF YOU HAD TIME YOU'D PREPARE THIS YOURSELF
Registration Number:	1838164	KINGS
Registration Number:	1874010	KINGS
Registration Number:	2529053	KINGSLY
Registration Number:	2529052	KINGSLY
Registration Number:	2367879	PASSIONATE ABOUT FOOD
Registration Number:	1897848	SIGNATURE CLUB
Registration Number:	1315163	WITH LOVE FROM KINGS
Registration Number:	1911576	WITH LOVE FROM KINGS

CORRESPONDENCE DATA

Fax Number: (216)579-0212

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

900051570

TRADEMARK
REEL: 003334 FRAME: 0717

CH \$265.00 1375135

Email: jrmix@jonesday.com
Correspondent Name: James R. Mix c/o Jones Day
Address Line 1: 901 Lakeside Ave.
Address Line 4: Cleveland, OHIO 44114-1190

ATTORNEY DOCKET NUMBER:	175274-635002
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NAME OF SUBMITTER:	James R. Mix
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Signature:	/James R. Mix/
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Date:	06/20/2006
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Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 28, 2006 (this "Agreement"), between Jefferies Finance LLC, as the Collateral Agent under the Security Agreement referred to below (together with its successors and assigns, the "Collateral Agent"), and Kings Super Markets, Inc., a New Jersey corporation (the "Grantor").

W I T N E S S E T H:

WHEREAS, AG Kings Holdings Inc., a Delaware corporation ("AGK Holdings"), the other Borrowers (as defined therein) from time to time party thereto (together with AGK Holdings, collectively, the "Borrowers"), the financial institutions party thereto as lenders and the Collateral Agent have entered into the Credit Agreement, dated as of April 28, 2006 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Grantor, AG Supermarket Holdings LLC, the direct parent company of AGK Holdings, the Borrowers and their respective Subsidiaries have entered into the Security Agreement, dated as of April 28, 2006 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent for the benefit of the Secured Parties;

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Collateral Agent for the benefit of the Secured Parties, a security interest in certain collateral, including but not limited to all right, title and interest of the Grantor in its Trademarks; and

WHEREAS, the Collateral Agent and the Grantor have agreed to execute and deliver this Agreement in order to perfect the security interest of the Collateral Agent in the Grantor's Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Defined Terms. All capitalized terms not defined herein shall have the meaning ascribed to them in, or incorporated by reference in, the Security Agreement, and the rules of interpretation set forth in Section 1.2 of the Security Agreement shall be applicable hereto.

SECTION 1. Grant of Security Interest. As security for the prompt payment and performance of the Obligations, the Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in (whether now owned or hereafter acquired by the Grantor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Grantor in and to the following, whether now existing or hereafter acquired:

(i) all trademarks and service marks registered with the United States Patent and Trademark Office owned by the Grantor (including, without limitation, those listed on Schedule A to this Agreement);

(ii) all applications for the registration of trademarks and service marks filed with the United States Patent and Trademark Office owned or filed on behalf of the Grantor (including, without limitation, those listed on Schedule A to this Agreement);

(iii) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;

(iv) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;

(v) all registrations and recordings with respect to any of the foregoing;

(vi) all renewals of any of the foregoing;

(vii) all unregistered or common law rights in all corporate names, business names, trade styles, logos, other source or business identifiers owned by the Grantor;

(viii) all licenses, including Trademark Licenses, and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;

(ix) all rights to sue for past, present or future infringements of any of the foregoing;

(x) all good will related to any of the foregoing; and

(xi) all proceeds of any and all of the foregoing.

SECTION 2. Reference to Security Agreement. This Agreement has been entered into by the Grantor and the Collateral Agent primarily for recording purposes as contemplated by the Security Agreement. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of the Security Agreement, the terms and provisions of the Security Agreement shall govern.

SECTION 3. Governing Law. This Agreement and the rights of the parties hereunder shall be construed and interpreted in accordance with the law of the State of New York, without application of the rules regarding conflicts of laws (other than section 5-1401 of the New York General Obligations Law).

SECTION 4. JURY TRIAL WAIVER. THE ASSIGNOR HEREBY IRREVOCABLY WAIVES ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

(Signature page follows.)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

KINGS SUPER MARKETS, INC.

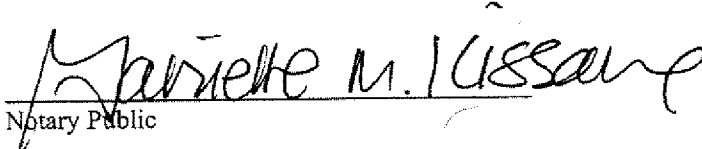
By: 

Name: Brent Leffel

Title: President and Secretary

STATE OF New York
COUNTY OF New York ss:

On this 28th day of April, 2006, before me personally appeared Brent Leffel, to me known who, being by me duly sworn, did depose and say that he is President and Secretary of KINGS SUPER MARKETS, INC., the institution described herein, and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by KINGS SUPER MARKETS, INC.


Notary Public

[SIGNATURES CONTINUED ON NEXT PAGE]

GARRIELLE M. KISSANE
NOTARY PUBLIC, State of New York
No. 01KI5047168
Qualified in Queens County
Commission Expires July 31, 2009

Signature Page to
Trademark Security Agreement

TRADEMARK
REEL: 003334 FRAME: 0721

Accepted and acknowledged by:

JEFFERIES FINANCE LLC,
as Collateral Agent

By: 

Name: **Carl A. Toriello**
Title: **Senior Managing Director**

On this 28th day of April, 2006, before me personally appeared Carl A. Toriello, to me known who, being by me duly sworn, did depose and say that he/she is Sr. Managing Director of JEFFERIES FINANCE LLC, the institution described herein, and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by JEFFERIES FINANCE LLC.



Notary Public

S. LUCILLE SAMUELS
NOTARY PUBLIC, STATE OF NEW YORK
No. 01SA6125331
QUALIFIED IN QUEENS COUNTY
MY COMMISSION EXPIRES APRIL 18, 2009

Signature Page to
Trademark Security Agreement

TRADEMARK
REEL: 003334 FRAME: 0722

Schedule A
to Trademark Security Agreement

Trademark	Filing Date	Appl. No.	Issue Date	Reg. No.	Status	Owner
COOKING STUDIO and design	7/6/84	73488751	12/10/85	1375135	Expired 12/10/05; Currently not in use	Kings Super Markets, Inc.
IF YOU HAD TIME YOU'D PREPARE THIS YOURSELF	12/3/96	75207290	6/23/98	2167045	6/23/08	Kings Super Markets
KINGS	6/11/92	74283936	5/31/94	1838164	5/31/14	Kings Super Markets
KINGS	6/15/92	74284370	1/17/95	1874010	1/17/14	Kings Super Markets
KINGSLY	1/7/00	75889764	1/15/02	2529053	1/15/12	Kings Super Markets
KINGSLY	1/7/00	75889763	1/15/02	2529052	1/15/12	Kings Super Markets
PASSIONATE ABOUT FOOD	12/22/98	75610807	7/18/00	2367879	7/18/06	Kings Super Markets
SIGNATURE CLUB	11/17/93	74458981	6/6/95	1897848	6/6/15	Kings Super Markets
WITH LOVE FROM KINGS	01/23/84	73462212	1/15/85	1315163	7/15/15	Kings Super Markets
WITH LOVE FROM KINGS	6/10/92	74283369	8/15/95	1911576	Renewal was due 8/15/05; Will be cancelled	Kings Super Markets