

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BI-LO Brands, Inc.		12/21/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	BI-LO, LLC
Street Address:	211 BI-LO Boulevard
City:	Greenville
State/Country:	SOUTH CAROLINA
Postal Code:	29607
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 43

Property Type	Number	Word Mark
Serial Number:	78696304	
Serial Number:	78828353	BOOSTERSPLUS CARING. GIVING. MAKING A DIFFERENCE. BI-LO
Registration Number:	2196594	A DELICIOUS EXPERIENCE
Registration Number:	2216708	A DELICIOUS EXPERIENCE
Registration Number:	2487222	BABY BONUS CLUB
Registration Number:	2499995	BABY BONUS CLUB
Registration Number:	1888664	BI-LO
Registration Number:	1880217	BI-LO
Registration Number:	1881026	BI-LO
Registration Number:	1929328	BI-LO
Registration Number:	2110820	BI-LO BABY BULL BUDDIES
Registration Number:	2123620	BI-LO
Registration Number:	2112406	THE BI-LO BABY BULL BUDDIES

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Registration Number:	2471492	BI-LO BOOSTERS
Registration Number:	2507114	BI-LO BUILDING BLOCKS
Registration Number:	2200184	BONUSCARD
Registration Number:	2113043	BONUSCARD
Registration Number:	3162765	BOOSTERSPLUS
Registration Number:	2558806	FOOD \$MART PANTRY OUTLET STORE
Registration Number:	2558804	FOOD \$MART
Registration Number:	2558805	FOOD \$MART PANTRY OUTLET STORE
Registration Number:	3018008	GIMME FIVE 5!
Registration Number:	2074812	GOLD STAR MEATS
Registration Number:	2074813	GOLD STAR MEATS
Registration Number:	2493064	GUARANTEED FRESH "OR I'LL DOUBLE YOUR MONEY BACK".
Registration Number:	2535211	GUARANTEED FRESH "OR I'LL DOUBLE YOUR MONEY BACK".
Registration Number:	1529949	HARVEST CHOICE
Registration Number:	2448346	HARVEST CHOICE
Registration Number:	2167798	HARVEST CHOICE
Registration Number:	2398127	IT'S THE RIGHT PRESCRIPTION
Registration Number:	3078847	PLUS 1 AND DONE
Registration Number:	3078848	PLUS 1 AND DONE
Registration Number:	2725241	QUALITY DOESN'T HAVE TO BE EXPENSIVE
Registration Number:	2216656	SOUTHERN HEARTH
Registration Number:	2270881	SOUTHERN HEARTH
Registration Number:	2408652	THE DRUGSTORE AT BI-LO
Registration Number:	1661254	THE NAME FITS
Registration Number:	1498129	V-I-N-C-E-S V
Registration Number:	1886247	WALTER'S
Registration Number:	1886248	WALTER'S
Registration Number:	2491887	WALTER'S WAY
Registration Number:	2355276	WALTER'S WAY
Registration Number:	3037028	WEE TALK

CORRESPONDENCE DATA

Fax Number: (919)484-2070

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

TRADEMARK
REEL: 003493 FRAME: 0488

Phone: 919-484-2333
Email: trademarksrtp@wcsr.com
Correspondent Name: Mitchell A. Tuchman
Address Line 1: PO Box 13069
Address Line 2: Womble Carlyle Sandridge & Rice PLLC
Address Line 4: Research Triangle Pk, NORTH CAROLINA 27709

ATTORNEY DOCKET NUMBER:	53832.6.9
NAME OF SUBMITTER:	Mitchell A. Tuchman
Signature:	/Mitchell A Tuchman/
Date:	03/05/2007

Total Attachments: 6
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ASSIGNMENT

This Assignment is made and entered into effective as of December 21, 2006 (the "Effective Date") by BI-LO BRANDS, INC., a Delaware corporation with a principal address of Nemours Building, Suite 1414, 1007 Orange Street, Wilmington, Delaware 19801 ("Assignor"), in favor of BI-LO, LLC a Delaware limited liability company with a principal address of 211 BI-LO Boulevard, Greenville, South Carolina 29607 ("Assignee").

WHEREAS, Assignor is the registrant and owner of record of certain trademarks and trademark applications and/or registrations set forth on Schedule A to this Agreement, which is attached hereto and incorporated herein by reference (collectively, the "Trademarks"); and

WHEREAS, as of the Effective Date, pursuant to a corporate reorganization, Assignee is the successor to certain business assets related to the entire portion of Assignor's business to which the Trademarks pertain, which business is ongoing and existing; and

WHEREAS, in light of the foregoing, the parties acknowledge that this Assignment is intended to effectuate a full and complete assignment by Assignor to Assignee of all rights in and to the Trademarks.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers unto Assignee, its successors, assigns and legal representatives, the entire right, title and interest in and to the Trademarks, including domestic and foreign rights, including without limitation: (i) all goodwill of the entire portion of Assignor's business to which the Trademarks pertain; (ii) any and all trademark applications and/or renewals and all registrations or certificates that may be issued or granted therefor; (iii) all income, royalties, damages and payments now or hereafter due or payable in respect to the Trademarks; (iv) all causes of action, either in law or in equity, for damages for past, present or future infringement of the Trademarks, throughout the entire world; and (v) the right throughout the world to file applications and/or renewals and obtain trademark registrations in the Trademarks in Assignee's own name throughout the world, including, without limitation, all rights of priority.

Assignor represents and warrants to Assignee that: (i) it is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware; and (ii) it has the full right, power and authority to enter into this Assignment and grant the rights granted in this Assignment.

Assignor hereby agrees to communicate to Assignee, and its successors, assigns and legal representatives, any facts known to Assignor respecting any use of or to the Trademarks, and, at the expense of Assignee, to testify in any legal proceedings, sign all lawful agreements, documents or instruments, execute all applications, make all lawful oaths and generally do everything possible to vest title in Assignee and to aid Assignee, its successors, assigns and legal representatives to obtain and enforce proper protection for the Trademarks throughout the world.

Assignor and Assignee acknowledge and agree that certain of the Trademarks are assigned subject to that certain security interest between Assignor and Bear Sterns Corporate Lending, Inc., as administrative agent, dated August 31, 2005, and recorded in the United States Patent and Trademark Office at Reel/Frame 3170/0389.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the Effective Date set forth above.




BI-LO BRANDS, INC.





By: Joan L. Yori
Printed Name: Joan L. Yori
Title: President and Secretary





SCHEDULE A


BI-LO Brands, Inc.




United States Trademarks

Mark	Reg. No. (Serial No.)	Owner	Status	Security Interest
	(78-696,304)	BI-LO Brands, Inc.	Pending	
BOOSTERSPLUS CARING. GIVING. MAKING A DIFFERENCE. BI-LO and Design 	(78-828,353)	BI-LO Brands, Inc.	Pending	
A DELICIOUS EXPERIENCE	2,196,594	BI-LO Brands, Inc.	Registered	Bear Stearns Corporate Lending, Inc.
A DELICIOUS EXPERIENCE	2,216,708	BI-LO Brands, Inc.	Registered	Bear Stearns Corporate Lending, Inc.
BABY BONUS CLUB	2,487,222	BI-LO Brands, Inc.	Registered	Bear Stearns Corporate Lending, Inc.
BABY BONUS CLUB	2,499,995	BI-LO Brands, Inc.	Registered	Bear Stearns Corporate Lending, Inc.
BI-LO	1,888,664	BI-LO Brands, Inc.	Registered	Bear Stearns Corporate Lending, Inc.
BI-LO	1,880,217	BI-LO Brands, Inc.	Registered	Bear Stearns Corporate Lending, Inc.
	1,881,026	BI-LO Brands, Inc.	Registered	Bear Stearns Corporate Lending, Inc.

Mark	Reg. No. (Serial No.)	Owner	Status	Security Interest
	1,929,328	BI-LO Brands, Inc.	Registered	Bear Stearns Corporate Lending, Inc.
BI-LO BABY BULL BUDDIES	2,110,820	BI-LO Brands, Inc.	Registered	Bear Stearns Corporate Lending, Inc.
BI-LO and BABY BULL Design 	2,123,620	BI-LO Brands, Inc.	Registered	Bear Stearns Corporate Lending, Inc.
THE BI-LO BABY BULL BUDDIES and Design 	2,112,406	BI-LO Brands, Inc.	Registered	Bear Stearns Corporate Lending, Inc.
BI-LO BOOSTERS	2,471,492	BI-LO Brands, Inc.	Registered	Bear Stearns Corporate Lending, Inc.
BI-LO BUILDING BLOCKS	2,507,114	BI-LO Brands, Inc.	Registered	Bear Stearns Corporate Lending, Inc.
BONUSCARD	2,200,184	BI-LO Brands, Inc.	Registered	Bear Stearns Corporate Lending, Inc.
BONUSCARD	2,113,043	BI-LO Brands, Inc.	Registered	Bear Stearns Corporate Lending, Inc.
BOOSTERSPLUS	3,162,765	BI-LO Brands, Inc.	Registered	
FOOD \$MART PANTRY OUTLET STORE and Design 	2,558,806	BI-LO Brands, Inc.	Registered	Bear Stearns Corporate Lending, Inc.

Mark	Reg. No. (Serial No.)	Owner	Status	Security Interest
FOOD \$MART	2,558,804	BI-LO Brands, Inc.	Registered	Bear Stearns Corporate Lending, Inc.
FOOD \$MART PANTRY OUTLET STORE	2,558,805	BI-LO Brands, Inc.	Registered	Bear Stearns Corporate Lending, Inc.
GIMME FIVE! and Design 	3,018,008	BI-LO Brands, Inc.	Registered	Bear Stearns Corporate Lending, Inc.
GOLD STAR MEATS and Design 	2,074,812	BI-LO Brands, Inc.	Registered	Bear Stearns Corporate Lending, Inc.
GOLD STAR MEATS	2,074,813	BI-LO Brands, Inc.	Registered	Bear Stearns Corporate Lending, Inc.
GUARANTEED FRESH OR I'LL DOUBLE YOUR MONEY BACK and Design 	2,493,064	BI-LO Brands, Inc.	Registered	Bear Stearns Corporate Lending, Inc.
GUARANTEED FRESH OR I'LL DOUBLE YOUR MONEY BACK and Design 	2,535,211	BI-LO Brands, Inc.	Registered	Bear Stearns Corporate Lending, Inc.

Mark	Reg. No. (Serial No.)	Owner	Status	Security Interest
HARVEST CHOICE	1,529,949	BI-LO Brands, Inc.	Registered	Bear Stearns Corporate Lending, Inc.
HARVEST CHOICE	2,448,346	BI-LO Brands, Inc.	Registered	Bear Stearns Corporate Lending, Inc.
HARVEST CHOICE	2,167,798	BI-LO Brands, Inc.	Registered	Bear Stearns Corporate Lending, Inc.
IT'S THE RIGHT PRESCRIPTION	2,398,127	BI-LO Brands, Inc.	Registered	Bear Stearns Corporate Lending, Inc.
PLUS 1 AND DONE and Design 	3,078,847	BI-LO Brands, Inc.	Registered	Bear Stearns Corporate Lending, Inc.
PLUS 1 AND DONE	3,078,848	BI-LO Brands, Inc.	Registered	Bear Stearns Corporate Lending, Inc.
QUALITY DOESN'T HAVE TO BE EXPENSIVE	2,725,241	BI-LO Brands, Inc.	Registered	Bear Stearns Corporate Lending, Inc.
SOUTHERN HEARTH	2,216,656	BI-LO Brands, Inc.	Registered	Bear Stearns Corporate Lending, Inc.
SOUTHERN HEARTH	2,270,881	BI-LO Brands, Inc.	Registered	Bear Stearns Corporate Lending, Inc.
THE DRUGSTORE AT BI-LO	2,408,652	BI-LO Brands, Inc.	Registered	Bear Stearns Corporate Lending, Inc.
THE NAME FITS	1,661,254	BI-LO Brands, Inc.	Registered	Bear Stearns Corporate Lending, Inc.
V V-I-N-C-E-S and Design	1,498,129	BI-LO Brands, Inc.	Registered	Bear Stearns Corporate

Mark	Reg. No. (Serial No.)	Owner	Status	Security Interest
				Lending, Inc
WALTER'S (Stylized) 	1,886,247	BI-LO Brands, Inc.	Registered	Bear Stearns Corporate Lending, Inc.
WALTER'S	1,886,248	BI-LO Brands, Inc.	Registered	Bear Stearns Corporate Lending, Inc.
WALTER'S WAY and Design 	2,491,887	BI-LO Brands, Inc.	Registered	Bear Stearns Corporate Lending, Inc.
WALTER'S WAY	2,355,276	BI-LO Brands, Inc.	Registered	Bear Stearns Corporate Lending, Inc.
WEE TALK	3,037,028	BI-LO Brands, Inc.	Registered	Bear Stearns Corporate Lending, Inc.