

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Back Bay Capital Funding LLC		09/26/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Marsh Supermarkets, Inc./Trademark Holdings LLC (f/k/a Trademark Holdings Inc.)
Street Address:	1105 North Market St.
Internal Address:	Suite 1300
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	CORPORATION: INDIANA

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	2978778	FIELDING'S
Registration Number:	2916729	TRIOS DI TUSCANOS
Registration Number:	2902361	ARTHUR'S FRESH MARKET
Registration Number:	1223759	JOE O'MALIA FOOD MARKETS "WHERE QUALITY IS THE TRUE VALUE OF ECONOMY"
Registration Number:	0650214	YORKTOWN
Registration Number:	2789486	BEAN BROS.
Registration Number:	3020456	
Registration Number:	2790586	CAPITOL VENDING
Registration Number:	2575953	COFFEE ETC
Registration Number:	2891961	COPPER MOON
Registration Number:	2849693	CREATING AMAZING FOOD EXPERIENCES
Registration Number:	2009189	DELI LEAN

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Registration Number:	1697116	ENFLORA
Registration Number:	2958650	EXPERTS IN FRESH
Registration Number:	2804277	
Registration Number:	2616391	FIELDING THE MOUSE
Registration Number:	1160410	FLORAL FASHIONS
Registration Number:	1909040	MARSH FRESH I-D-E-A CARD
Registration Number:	1875706	GONNA MAKE YOU SMILE
Registration Number:	1104543	
Registration Number:	1253875	HOOSIER STICK
Registration Number:	1432563	IF WE'RE NOT IN YOUR NEIGHBORHOOD YET, WE'RE ON YOUR WAY HOME
Registration Number:	0757851	YORKTOWN
Registration Number:	2045590	YORKTOWN
Serial Number:	76512504	DON E. MARSH
Serial Number:	76512505	MARSH SIGNATURE
Serial Number:	76512503	YORKTOWN FAMILY VALUE
Serial Number:	78483822	C.A.F.E., INC.
Serial Number:	78679896	FOOD EXPRESSIONS MARKET & CAFE

CORRESPONDENCE DATA

Fax Number: (202)739-3001
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-739-5652
Email: chowell@morganlewis.com
Correspondent Name: Catherine R. Howell, Paralegal
Address Line 1: 1111 Pennsylvania Ave., N.W.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	052735-0001(MARSH)
NAME OF SUBMITTER:	Catherine R. Howell, Paralegal
Signature:	/Catherine R. Howell/
Date:	03/26/2007

Total Attachments: 6
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[EXECUTION VERSION]

**TERMINATION AND RELEASE
OF
INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

TERMINATION AND RELEASE OF ^{ya}INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated September 22, 2006 by BACK BAY CAPITAL FUNDING LLC, a Delaware limited liability company, in its capacity as Collateral Agent for the Secured Parties (as defined in the Credit Agreement defined below) (the "Collateral Agent"), in connection with the Credit Agreement, dated as of January 6, 2006 (the "Credit Agreement"), capitalized terms used but not defined herein have the meanings assigned to them in the Credit Agreement), by and among each of the borrowers identified as Borrowers on the signature pages thereof (the "Borrowers"), Marsh Supermarkets, LLC, as Lead Borrower (the "Lead Borrower"), the financial institutions from time to time party thereto (the "Lenders") and Back Bay Capital Funding LLC, as Administrative Agent and Collateral Agent for the Lenders.

WHEREAS, Marsh Supermarkets, Inc., an Indiana corporation and Trademark Holdings, Inc., a Delaware corporation (each, individually, a "Grantor", and, collectively, the "Grantors") and the Collateral Agent entered into an Intellectual Property Security Agreement, dated as of January 6, 2006 (the "IP Agreement"), which IP Agreement was recorded January 19, 2006, with the United States Patent and Trademark Office at Reel 003230, Frame 0290 for the purpose of securing payment and performance of the Obligations;

WHEREAS, pursuant to the Credit Agreement and the IP Agreement the Grantors granted, assigned, transferred and conveyed to the Collateral Agent, by way of collateral security, the IP Collateral (as defined in the IP Agreement) as security for the Obligations;


WHEREAS, as the Obligations have been paid in full, the Collateral Agent has agreed to terminate and release the IP Agreement and assign and transfer to the Grantors its right, title and interest in the IP Collateral as herein provided;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby terminates and releases the IP Agreement and assigns and transfers to the Grantors, without representation, warranty or recourse, all of the Collateral Agent's right, title and interest in and to the IP Collateral, including, without limitation, the copyrights and copyright licenses, patents and patent licenses and trademarks and trademark licenses listed on Exhibit A attached hereto, effective as of the date set forth above.

This Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the conflict of laws principles thereof.

(Remainder of this page intentionally left blank.)

BACK BAY CAPITAL FUNDING LLC, as
Collateral Agent

By: 
Name: Kristan M. O'Connor
Title: Managing Director

COMMONWEALTH OF MASSACHUSETTS

Illicit Casey, ss.

On this 26th day of September, 2006, before me, the undersigned notary public, personally appeared Kristan M. O'Connor, as Managing Director of Back Bay Capital Funding LLC, proved to me through satisfactory evidence of identification, which was personally known to me, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as Managing Director of said limited liability company.

4/7/2011 Helen Torquonaro
My commission expires:

EXHIBIT A

See attached.

List of Trademarks and Trademark Licenses

Trademark Registrations and Applications

Owner	Trademark or Servicemark	Registration Application Number	Registration / Filing Date
Marsh Supermarkets, Inc.	Fielding's	2,978,778	July 26, 2005
	Don E. Marsh	76/512,504	May 8, 2003
	Marsh Signature	76/512,505	May 8, 2003
	Yorktown Family Value	76/512,503	May 8, 2003
	Trios Di Tuscanos	2,916,729	January 4, 2005

Trademark Holdings, Inc.	Arthur's Fresh Market	2,902,361	November 9, 2004
	Joe O'Malia Food Markets "Where Quality is the True Value of Economy"	1,223,759	January 11, 1983
	Yorktown	650,214	August 13, 1957
	Bean Bros.	2,789,486	December 2, 2003
	[Design Only]	3,020,456	November 29, 2005
	C.A.F.E., Inc.	78/483,822	September 15, 2004
	Capitol Vending	2,790,586	December 9, 2003
	Coffee Etc	2,575,953	June 4, 2002
	Copper Moon	2,891,961	October 5, 2004
	Creating Amazing Food Experiences	2,849,693	June 1, 2004
	Deli Lean	2,009,189	October 15, 1996
	Enflora	1,697,116	June 23, 1992
	Experts in Fresh	2,958,650	May 31, 2005
	[Design only]	2,804,277	January 13, 2004
	Fielding the Mouse	2,616,391	September 10, 2002
	Floral Fashions	1,160,410	July 7, 1981
	Food Expressions Market & Cafe	78/679,896	July 27, 2005
	Marsh Fresh I-D-E-A Card	1,909,040	August 1, 1995
	Gonna Make You Smile	1,875,706	January 24, 1995
	[Design Only]	1,104,543	October 17, 1978
	Hoosier Stick	1,253,875	October 11, 1983
	If We're Not in Your	1,432,563	March 10, 1987

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Owner	Trademark or Servicemark	Registration Application Number	Registration Filing Date
	Yorktown	757,851	October 1, 1963
	Yorktown	2,045,590	March 18, 1997

Trademark Licenses

None.

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