

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
Bi-Lo, LLC		03/26/2007	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc. (ABL)
Street Address:	222 North LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 65

Property Type	Number	Word Mark
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:	2853969	A LOWER TOTAL BILL. PLAIN AND SIMPLE.
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

OP \$1640.00 78828353

Registration Number:	2471492	BI-LO BOOSTERS
Registration Number:	2507114	BI-LO BUILDING BLOCKS
Registration Number:	2282004	BI-LO CENTER
Registration Number:	2352270	BI-LO CENTER
Registration Number:	2355634	BI-LO CENTER
Registration Number:	2283754	BI-LO CENTER
Registration Number:	2428656	BI-LO CENTER
Registration Number:	2423634	BI-LO CENTER
Registration Number:	2430190	BI-LO CENTER
Registration Number:	2286114	BI-LO CENTER
Registration Number:	2282003	BI-LO CENTER
Registration Number:	2423633	BI-LO CENTER
Registration Number:	2410977	BI-LO CENTER
Registration Number:	2428655	BI-LO CENTER
Registration Number:	2355580	BI-LO CENTER
Registration Number:	2366599	BI-LO CENTER
Registration Number:	2283544	BI-LO CENTER
Registration Number:	2283543	BI-LO CENTER
Registration Number:	2283542	BI-LO CENTER
Registration Number:	2352172	BI-LO CENTER
Registration Number:	2281897	BI-LO CENTER
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:	2232549	SOUTHERN HOME
Registration Number:	2383950	SOUTHERN HOME
Registration Number:	2459243	SPIRAL REWARDS
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: (212)859-8584
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: hinchsa@ffhsj.com
Correspondent Name: Sarah L. Hinchliff
Address Line 1: One New York Plaza
Address Line 2: Fried, Frank, Harris, Shriver & Jacobson
Address Line 4: New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER:	4385-862
NAME OF SUBMITTER:	Sarah Hinchliff
Signature:	/sarah hinchliff/
Date:	03/28/2007

Total Attachments: 11
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of March 26, 2007 is made by BI-LO, LLC, a Delaware limited liability company, located at 211 BI-LO Boulevard, Greenville, South Carolina, 29607 (the "Borrower"), in favor of MERRILL LYNCH CAPITAL, a division of Merrill Lynch Business Financial Services Inc., as Collateral Agent (in such capacity, the "Collateral Agent") for the several banks, financial institutions and other entities (the "Lenders"), parties to the Credit Agreement, dated as of March 26, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among BI-LO HOLDING, LLC, a Delaware limited liability company, the Borrower, the Lenders and MERRILL LYNCH CAPITAL, a division of Merrill Lynch Business Financial Services Inc., as Collateral Agent, Administrative Agent, Swingline Lender and Issuing Lender (acting through one or more of its Affiliates).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower has executed and delivered an ABL Guarantee and Collateral Agreement, dated as of March 26, 2007, in favor of the Administrative Agent and the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "ABL Guarantee and Collateral Agreement");

WHEREAS, pursuant to the ABL Guarantee and Collateral Agreement, the Borrower pledged and granted to the Collateral Agent for the benefit of the Collateral Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Borrower agrees, for the benefit of the Collateral Agent and the Lenders, as follows:





- I. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the ABL Guarantee and Collateral Agreement.



- II. Grant of Security Interest. The Borrower hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Borrower's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto, but excluding in all cases all intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office) (collectively, the "Collateral"), to the Collateral Agent for the benefit of the Collateral Agent and the Lenders to secure payment, performance and observance of the Obligations.
- III. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the ABL Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The ABL Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.
- IV. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the ABL Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the ABL Guarantee and Collateral Agreement, the terms of the ABL Guarantee and Collateral Agreement shall govern.
- V. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.




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SCHEDULE A




U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Registration or Serial Number</u>
	78/696,304
BOOSTERSPLUS CARING. GIVING. MAKING A DIFFERENCE. BI-LO and Design 	78/828,353
A DELICIOUS EXPERIENCE	2,196,594
A DELICIOUS EXPERIENCE	2,216,708
A LOWER TOTAL BILL. PLAIN AND SIMPLE	2,853,969
BABY BONUS CLUB	2,487,222
BABY BONUS CLUB	2,499,995
BI-LO	1,888,664
BI-LO	1,880,217
	1,881,026
	1,929,328
BI-LO BABY BULL BUDDIES	2,110,820
BI-LO and BABY BULL Design	2,123,620

<u>Trademark</u>	<u>Registration or Serial Number</u>
	
THE BI-LO BABY BULL BUDDIES and Design 	2,112,406
BI-LO BOOSTERS	2,471,492
BI-LO BUILDING BLOCKS	2,507,114
BI-LO CENTER	2,282,004
BI-LO CENTER	2,352,270
BI-LO CENTER	2,355,634
BI-LO CENTER	2,283,754
BI-LO CENTER	2,428,656
BI-LO CENTER	2,423,634
BI-LO CENTER	2,430,190
BI-LO CENTER	2,286,114
BI-LO CENTER	2,282,003
BI-LO CENTER	2,423,633

<u>Trademark</u>	<u>Registration or Serial Number</u>
BI-LO CENTER	2,410,977
BI-LO CENTER	2,428,655
BI-LO CENTER	2,355,580
BI-LO CENTER	2,366,599
BI-LO CENTER	2,283,544
BI-LO CENTER	2,283,543
BI-LO CENTER	2,283,542
BI-LO CENTER	2,352,172
BI-LO CENTER	2,281,897
BONUSCARD	2,200,184
BONUSCARD	2,113,043
BOOSTERSPLUS	3,162,765
FOOD \$MART PANTRY OUTLET STORE and Design 	2,558,806
FOOD \$MART	2,558,804
FOOD \$MART PANTRY OUTLET STORE	2,558,805
GIMME FIVE! and Design 	3,018,008
GOLD STAR MEATS and Design 	2,074,812
GOLD STAR MEATS	2,074,813
GUARANTEED FRESH OR I'LL DOUBLE	2,493,064

<u>Trademark</u>	<u>Registration or Serial Number</u>
YOUR MONEY BACK and Design 	
GUARANTEED FRESH OR I'LL DOUBLE YOUR MONEY BACK and Design 	2,535,211
HARVEST CHOICE	1,529,949
HARVEST CHOICE	2,448,346
HARVEST CHOICE	2,167,798
IT'S THE RIGHT PRESCRIPTION	2,398,127
PLUS 1 AND DONE and Design 	3,078,847
PLUS 1 AND DONE	3,078,848
QUALITY DOESN'T HAVE TO BE EXPENSIVE	2,725,241
SOUTHERN HEARTH	2,216,656
SOUTHERN HEARTH	2,270,881
SOUTHERN HOME	2,232,549
SOUTHERN HOME	2,383,950
SPIRAL REWARDS	2,459,243
THE DRUGSTORE AT BI-LO	2,408,652
THE NAME FITS	1,661,254

<u>Trademark</u>	<u>Registration or Serial Number</u>
V V-I-N-C-E-S and Design 	1,498,129
WALTER'S (Stylized) 	1,886,247
WALTER'S	1,886,248
WALTER'S WAY and Design 	2,491,887
WALTER'S WAY	2,355,276
WEE TALK	3,037,028

State Trademark Registrations

<u>State</u>	<u>Trademark</u>	<u>Registration No.</u>
North Carolina	SERVICE PHARMACY	17254

Domain Name Registrations

<u>Domain Name</u>
southernhomefoods.com
Bi-lo.com
Bi-lo.org
Bi-locharityclassic.com
Bi-loholding.com
Bi-loholdings.com
Bi-lollic.com
Bi-lollic.biz
Bi-lollic.info
Bi-lollic.net
Bi-lollic.org
Bi-lollic.tv
Bi-lounion.com
Bi-lounion.net
Bi-lounion.org
Bi-loworkersunite.net
Bi-loworkersunite.org
Bilounion.com
Bilounion.net
Bilounion.org
Biloworkersunite.com
Biloworkersunite.net
Bilworkersunite.org

Trademark Licenses

- Transitional Licensing Agreement By and Between BI-LO Brands, Inc., as licensor, and Ahold IP, Inc., as licensee, made as of January 29, 2005, as amended on August 30, 2006, as assigned to BI-LO, LLC, as licensor
- Perpetual Licensing Agreement By and Between BI-LO Brands, Inc., as licensor, and Ahold IP, Inc., as licensee, made as of January 29, 2005, as assigned to BI-LO, LLC, as licensor
- Transitional Licensing Agreement By and Between Ahold IP, Inc., as licensor, and BI-LO Brands, Inc., as licensee, and made as of January 29, 2005, as assigned to BI-LO, LLC, as licensee
- Perpetual Licensing Agreement By and Between Ahold IP, Inc., as licensor, and BI-LO Brands, Inc., as licensee, and made as of January 29, 2005, as assigned to BI-LO, LLC, as licensee

- Transitional Licensing Agreement By and Between Ahold Retail Services AG, now known as Ahold Licensing SA, as licensor, and BI-LO Brands, Inc., as licensee, and made as of January 29, 2005, as assigned to BI-LO, LLC, as licensee
- Transitional Licensing Agreement By and Between Koninklijke Ahold N.V., as licensor, and BI-LO Brands, Inc., as licensee, and made as of January 29, 2005, as assigned by Koninklijke Ahold N.V. to Ahold Licensing SA., as assigned to BI-LO, LLC, as licensee
- Transitional Licensing Agreement By and Between Bruno's Supermarket, LLC, as licensor, and BI-LO, LLC, as licensee, made as of March 25, 2007
- Transitional Licensing Agreement By and Between Bruno's Supermarket, LLC, as licensee, and BI-LO, LLC, as licensor, made as of March 25, 2007
- Perpetual Licensing Agreement By and Between Bruno's Supermarket, LLC, as licensee, and BI-LO, LLC, as licensor, made as of March 25, 2007

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

BI-LO, LLC

By: Marc L. Lipshy
Name: Marc L. Lipshy
Title: Vice President

MERRILL LYNCH CAPITAL, a division of Merrill Lynch Business Financial Services Inc.,
as Collateral Agent for the Lenders

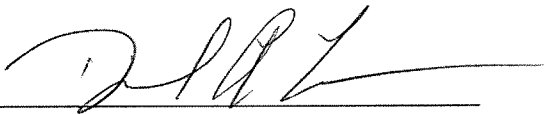
By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

BI-LO, LLC

By: _____
Name:
Title:

MERRILL LYNCH CAPITAL, a division of Merrill Lynch Business Financial Services Inc.,
as Collateral Agent for the Lenders

By: 
Name:
Title:

David A. Coleman
Vice President

[signature page – IP Shortform (ABL) – Trademark]