

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/20)

03-23-2007

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



103386589

MAR 19 PM 3:00

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

3-19-07

1. Name of conveying party(ies):

Andronico's Markets, Inc.

- Individual(s)
- General Partnership
- Corporation- State: California
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) U.S.A.

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) February 14, 2007

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of the West

Internal

Address: Attention: Rochelle Dineen

Street Address: 180 Montgomery Street, 3rd Floor

City: San Francisco

State: California

Country: U.S.A.

Zip: 94104

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other

Citizenship California, U.S.A.
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)

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s)

SEE ATTACHED.

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: Bank of the West

Internal Address: Attention: Rochelle Dineen

Street Address: 180 Montgomery Street, 3rd Floor

City: San Francisco

State: California Zip: 94104

Phone Number: (415) 399-7219

Fax Number: (415) 399-7235

Email Address: Rochelle.dineen@bankofthewest.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- 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 _____

Authorized User Name _____

9. Signature: VW

Signature

March 19, 2007

Date

03/22/2007 BYRNE \ 00000006 77091199

Vincent W. Pelleriti

01 FC:8521
02 FC:8522

40. Made of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

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

**ATTACHMENT I
TO TRADEMARK SECURITY AGREEMENT**

ITEM A. TRADEMARKS

REGISTERED TRADEMARKS

COUNTRY	TRADEMARK	REGISTRATION NO.	REGISTRATION DATE
NONE.			

PENDING TRADEMARK APPLICATIONS

COUNTRY	TRADEMARK	SERIAL NO.	FILING DATE
(1) USA	ANDRONICO'S MARKET	77091199	1/25/2007
(2) USA	FORNO DI ANDRONICO	77091249	1/25/2007

TRADEMARK APPLICATIONS IN PREPARATION

COUNTRY	TRADEMARK	DOCKET NO.	FILING DATE	EXPECTED SERVICES	PRODUCTS
NONE.					

ITEM B TRADEMARK LICENSES

COUNTRY OR TERRITORY	TRADEMARK	LICENSOR	LICENSEE	EFFECTIVE DATE	EXPIRATION DATE
NONE.					

EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented and/or otherwise modified from time to time, this "*Agreement*"), dated as of February 14, 2007, is between ANDRONICO'S MARKETS, INC., a California corporation ("*Debtor*"), and BANK OF THE WEST ("*Secured Party*").

RECITALS

A. The Debtor has previously entered into or is in the process of entering into that certain Credit Agreement, dated as of February 14, 2007 (as amended, amended and restated, supplemented and/or otherwise modified from time to time, the "*Credit Agreement*"), between the Debtor and the Secured Party. In connection with the transactions contemplated by the Credit Agreement, the Debtor has previously entered into or is in the process of entering into that certain Security Agreement, dated as of February 14, 2007 (as amended, amended and restated, supplemented and/or otherwise modified from time to time, the "*Security Agreement*"). between the Debtor and the Secured Party.

B. As a condition to extending credit to the Debtor under the Credit Agreement, the Secured Party has required, among other things, that the Debtor grant to the Secured Party a lien on and security interest in the personal property of the Debtor described herein subject to the terms and conditions hereof.

C. The Debtor will benefit, directly or indirectly, from the financial accommodations extended by the Secured Party to the Debtor.

D. The Debtor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Debtor agrees, for the benefit of the Secured Party, as follows.

Section 1. Definitions. Unless the context otherwise requires, each capitalized term used but not otherwise defined herein has the meaning ascribed thereto or otherwise provided for in the Security Agreement.

Section 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, the Debtor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of the following property (the "*Trademark Collateral*"), whether now owned or hereafter acquired or existing by it:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "*Trademark*"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of **Attachment 1** attached hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment I attached hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Debtor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment I attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

Section 3. Security Agreement. This Agreement has been executed and delivered by the Debtor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party for its benefit under the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Party) shall remain in full force and effect in accordance with its terms.

Section 4. Acknowledgment. The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

Section 5. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

Section 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. The Debtor acknowledges that this Agreement is and shall be effective upon its execution and delivery by the Debtor to the Secured Party, and it shall not be necessary for the Secured Party to execute this Agreement or any other acceptance hereof or otherwise to signify or express its acceptance hereof.

SECTION 7. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF CALIFORNIA APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE; PROVIDED THAT THE SECURED PARTY SHALL RETAIN ALL RIGHTS ARISING UNDER FEDERAL LAW.

SECTION 8. JURISDICTION. ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF CALIFORNIA SITTING IN THE CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA OR OF THE UNITED STATES FOR THE NORTHERN DISTRICT OF

SUCH STATE, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH OF THE DEBTOR AND THE SECURED PARTY CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THOSE COURTS. EACH OF THE DEBTOR AND THE SECURED PARTY IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF *FORUM NON CONVENIENS*, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF THIS AGREEMENT OR ANY OTHER DOCUMENT RELATED HERETO. EACH OF THE DEBTOR AND THE SECURED PARTY WAIVES PERSONAL SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER PROCESS, WHICH MAY BE MADE BY ANY OTHER MEANS PERMITTED BY THE LAW OF SUCH STATE,

SECTION 9. WAIVER OF JURY TRIAL; JUDICIAL REFERENCE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE PARTIES HERETO HEREBY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE OTHER LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS (COLLECTIVELY, THE "*CLAIMS*"). IF AND TO THE EXTENT THAT THE FOREGOING WAIVER OF THE RIGHT TO A JURY TRIAL IS UNENFORCEABLE FOR ANY REASON IN SUCH FORUM, EACH OF THE PARTIES HERETO HEREBY CONSENTS TO THE ADJUDICATION OF ALL CLAIMS PURSUANT TO JUDICIAL REFERENCE AS PROVIDED IN CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638, AND THE JUDICIAL REFEREE SHALL BE EMPOWERED TO HEAR AND DETERMINE ALL ISSUES IN SUCH REFERENCE, WHETHER FACT OR LAW. EACH OF THE PARTIES HERETO REPRESENTS THAT EACH HAS REVIEWED THIS WAIVER AND CONSENT AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS AND CONSENTS TO JUDICIAL REFERENCE FOLLOWING CONSULTATION WITH LEGAL COUNSEL ON SUCH MATTERS. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT OR TO JUDICIAL REFERENCE UNDER CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638 AS PROVIDED HEREIN.

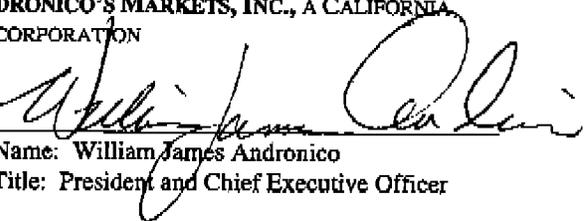
Section 10. Time of the Essence. Time is of the essence of this Agreement.

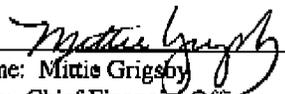
{SIGNATURE PAGE FOLLOWS.}

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 written above.

"DEBTOR"

ANDRONICO'S MARKETS, INC., A CALIFORNIA CORPORATION

By: 
Name: William James Andronico
Title: President and Chief Executive Officer

By: 
Name: Mittie Grigsby
Title: Chief Financial Officer

"SECURED PARTY"

BANK OF THE WEST

By: _____
Name: _____
Title: _____

TRADEMARK SECURITY AGREEMENT

SUCH STATE, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH OF THE DEBTOR AND THE SECURED PARTY CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THOSE COURTS. EACH OF THE DEBTOR AND THE SECURED PARTY IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF *FORUM NON CONVENIENS*, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF THIS AGREEMENT OR ANY OTHER DOCUMENT RELATED HERETO. EACH OF THE DEBTOR AND THE SECURED PARTY WAIVES PERSONAL SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER PROCESS, WHICH MAY BE MADE BY ANY OTHER MEANS PERMITTED BY THE LAW OF SUCH STATE.

SECTION 9. WAIVER OF JURY TRIAL; JUDICIAL REFERENCE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE PARTIES HERETO HEREBY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE OTHER LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS (COLLECTIVELY, THE "CLAIMS"). IF AND TO THE EXTENT THAT THE FOREGOING WAIVER OF THE RIGHT TO A JURY TRIAL IS UNENFORCEABLE FOR ANY REASON IN SUCH FORUM, EACH OF THE PARTIES HERETO HEREBY CONSENTS TO THE ADJUDICATION OF ALL CLAIMS PURSUANT TO JUDICIAL REFERENCE AS PROVIDED IN CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638, AND THE JUDICIAL REFEREE SHALL BE EMPOWERED TO HEAR AND DETERMINE ALL ISSUES IN SUCH REFERENCE, WHETHER FACT OR LAW. EACH OF THE PARTIES HERETO REPRESENTS THAT EACH HAS REVIEWED THIS WAIVER AND CONSENT AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS AND CONSENTS TO JUDICIAL REFERENCE FOLLOWING CONSULTATION WITH LEGAL COUNSEL ON SUCH MATTERS. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT OR TO JUDICIAL REFERENCE UNDER CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638 AS PROVIDED HEREIN.

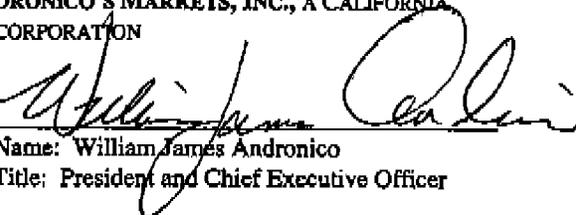
Section 10. Time of the Essence. Time is of the essence of this Agreement.

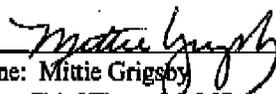
[SIGNATURE PAGE FOLLOWS.]

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 written above.

"DEBTOR"

ANDRONICO'S MARKETS, INC., A CALIFORNIA CORPORATION

By: 
Name: William James Andronico
Title: President and Chief Executive Officer

By: 
Name: Mittie Grigsby
Title: Chief Financial Officer

"SECURED PARTY"

BANK OF THE WEST

By: _____
Name: _____
Title: _____

TRADEMARK SECURITY AGREEMENT

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"DEBTOR"

ANDRONICO'S MARKETS, INC., A CALIFORNIA CORPORATION

By: _____
Name: William James Andronico
Title: President and Chief Executive Officer

By: _____
Name: Mittie Grigsby
Title: Chief Financial Officer

"SECURED PARTY"

BANK OF THE WEST

By: _____
Name: Rochelle Dineen
Title: Vice President

**ATTACHMENT I
TO TRADEMARK SECURITY AGREEMENT**

ITEM A. TRADEMARKS

REGISTERED TRADEMARKS

COUNTRY	TRADEMARK	REGISTRATION NO.	REGISTRATION DATE
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NONE.

PENDING TRADEMARK APPLICATIONS

	COUNTRY	TRADEMARK	SERIAL NO.	FILING DATE
(1)	USA	ANDRONICO'S MARKET	77 091199	1/25/2007
(2)	USA	FORNO DI ANDRONICO	77 091249	1/25/2007

TRADEMARK APPLICATIONS IN PREPARATION

COUNTRY	TRADEMARK	DOCKET NO.	FILING DATE	EXPECTED SERVICES	PRODUCTS
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NONE.

ITEM B TRADEMARK LICENSES

COUNTRY OR TERRITORY	TRADEMARK	LICENSOR	LICENSEE	EFFECTIVE DATE	EXPIRATION DATE
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NONE.

Law Offices of

CHAPMAN AND CUTLER LLP

Theodore S. Chapman
1877-1943
Henry E. Cutler
1879-1959

595 Market Street, San Francisco, California 94105-2839

Telephone (415) 541-0500
Facsimile (415) 541-0506
chapman.com

Chicago

111 West Monroe Street
Chicago, IL 60603
(312) 845-3000

Najja Carraway
(415) 278-9059
carraway@chapman.com

Salt Lake City

201 South Main Street
Salt Lake City, UT 84111
(801) 533-0066

March 19, 2007

VIA EXPRESS MAIL

Mail Stop Assignment Recordation Services
Director of the U.S. Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

Re: Trademark Security Agreement dated as of February 14, 2007, by and
between Andronico's Markets, Inc. and Bank of the West

Dear Sir or Madam:

Enclosed please find the following documents that were prepared in connection with the
above-referenced transaction:

1. One (1) Recordation Form Cover Sheet (with attachment);
2. One (1) original Trademark Security Agreement (with Attachment 1); and
3. Two (2) photocopies of the Trademark Security Agreement.

We ask that you please record the original Trademark Security Agreement and utilize one of the photocopies as a courtesy copy and the other as a file-stamped copy. Upon completion, please return the file-stamped copy to us in the enclosed self-addressed, stamped envelope. NOTE: A check in the amount of \$65.00 has also been included to cover the associated recordation fees.

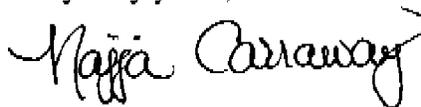
TRADEMARK
REEL: 003527 FRAME: 0515

Law Offices of
CHAPMAN AND CUTLER LLP

Director of the U.S.P.T.O.
March 19, 2007
Page 2

Thank you for your prompt attention to this matter. Should you have any questions, please do not hesitate to contact me at the number above.

Very truly yours,



Najja Carraway
Paralegal

Enclosures



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

MARCH 29, 2007

PTAS



103386589A

BANK OF THE WEST
ATTENTION: ROCHELLE DINEEN
180 MONTGOMERY STREET, 3RD FLOOR
SAN FRANCISCO, CALIFORNIA 94104

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 103386589

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE,
MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.
IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE,
YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT
571-272-3350.

1. THE COVER SHEET SUBMITTED FOR RECORDING DOES NOT ADEQUATELY IDENTIFY THE PROPERTY NUMBER(S). THE APPLICATION NUMBER AND SERIES CODE OR THE SERIAL NUMBER AND FILING DATE IS REQUIRED.

ANTIONE ROYALL, EXAMINER
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

Law Offices of

CHAPMAN AND CUTLER LLP

595 Market Street, San Francisco, California 94105-2839

FAX: (415) 541-0506

Telephone (415) 541-0500

FACSIMILE COVER PAGE

This transmission consists of 10 pages including cover page(s).

Please call (415) 541-0500 if you have any problems with this transmission.

Date: April 20, 2007

Firm/Company: U.S.P.T.O. – Assignment Services Branch, Public Records Division

Fax Number: (571) 273-0140

Phone Number: (571) 272-3350

Matter Number: 3601820

From: Najja Carraway, Paralegal

Initials: NC Extension: 9059

Voice Phone: (415) 278-9059

RE: Andronico's Markets, Inc. – Trademark Security Agreement

Comments:

Pursuant to my 4/20/07 discussion with Dorothy Riley of the Assignment Services Branch, attached for your review and resubmission please find the following documents:

1. Notice of Non-Recordation of Document, dated 3/29/07, from Antione Royall, Examiner;
2. Recordation Form Cover Sheet (with 3/23/07 barcode and document ID #: 103386589); and
3. Trademark Security Agreement between Andronico's Markets, Inc. and Bank of the West.

Following Ms. Riley's instructions, we have put slash marks between the "7" and "0" in each trademark's serial number on Attachment I to the Trademark Security Agreement. And, since she indicated what we initially submitted was correctly prepared, (and to avoid additional delays), Ms. Riley instructed us to return all of the documents via facsimile without a new recordation cover sheet.

Thank you in advance for your time and assistance with this matter. Please do not hesitate to contact me at the number above should you have any questions or require any additional documentation. MC

NOTICE OF CONFIDENTIALITY: The information contained in this facsimile transmission is confidential information which may contain information that is legally privileged and exempt from disclosure under applicable law. The information is intended solely for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or taking of any action in reliance on the contents of this facsimile transmission is strictly prohibited. If you have received this facsimile transmission in error, please notify us immediately by telephone to arrange for the return of the original transmission to us.

Receipt Confirmed By: _____

TRADEMARK

REEL: 003527 FRAME: 0518



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

MARCH 29, 2007

PTAS



103386589A

BANK OF THE WEST
ATTENTION: ROCHELLE DINEEN
180 MONTGOMERY STREET, 3RD FLOOR
SAN FRANCISCO, CALIFORNIA 94104

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ANTIONE ROYALL, EXAMINER
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION