

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
Bank of America, N.A. as Collateral Agent		04/30/2007	National Bank Association:
RECEIVING PARTY DATA			
Name:	Marsh Supermarkets, LLC		
Street Address:	9800 Crosspoint Boulevard		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46256-3350		
Entity Type:	LIMITED LIABILITY COMPANY: INDIANA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2891961	COPPER MOON	
CORRESPONDENCE DATA			
Fax Number:	(703)415-1557		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	703-415-1555		
Email:	mail@specializedpatent.com		
Correspondent Name:	Christopher E. Kondracki		
Address Line 1:	2001 Jefferson Davis, Hwy., Suite 1007		
Address Line 4:	Arlington, VIRGINIA 22202		
ATTORNEY DOCKET NUMBER:	7050800		
NAME OF SUBMITTER:	Christopher E. Kondracki		
Signature:	/Christopher E. Kondracki/		
Date:	05/10/2007		

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Total Attachments: 4
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PARTIAL RELEASE OF AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This PARTIAL RELEASE OF AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT is executed as of April 30, 2007 by Bank of America, N.A., in its capacity as Collateral Agent (the "Agent") under that certain Amended and Restated Credit Agreement dated as of September 27, 2007 (as amended, and as the same may be further amended, supplemented or otherwise modified, the "Credit Agreement") among Marsh Supermarkets, LLC, as Borrower, the other Borrowers named therein, the Lenders named therein and Agent.

WHEREAS, pursuant to the Credit Agreement, Marsh Supermarkets Inc. and Trademark Holdings Inc. (collectively, the "Grantors") executed and delivered to the Agent the Amended and Restated Intellectual Property Security Agreement dated as of September 27, 2006 and recorded on October 24, 2006 at reel 3414, frame 0883 (the "Intellectual Property Security Agreement");

WHEREAS, pursuant to the Intellectual Property Security Agreement, the Grantors have granted to the Agent, as security for the Obligations (as defined in the Credit Agreement), a continuing security interest in all of the Grantors' right, title and interest in and to that certain trademark listed on Exhibit A attached hereto (the "Released Trademark"); and

WHEREAS, in connection with that certain Asset Purchase Agreement dated as of [April 30, 2007] among Crystal Food Services, LLC and Lifesong Coffee, LLC, the Grantors have requested that the Agent release the liens and security interests granted to the Agent by the Grantors with respect to the Grantors' right, title and interest in and to the Released Trademark (to the extent of the Grantors' interest therein) pursuant to the Intellectual Property Security Agreement or otherwise.

For good and valuable consideration, receipt of which is hereby acknowledged, the Agent hereby:

(a) releases the liens and security interests granted by the Grantors to the Agent pursuant to any security agreement (including but not limited to the Intellectual Property Security Agreement) in the right, title and interest of the Grantors in and to the Released Trademark solely to the extent of the Grantors' interest therein; and

(b) to the extent the Agent shall be deemed to have any right, title or interest in the Released Trademark, retransfers and reassigns to the Grantors all of such right, title and interest solely with respect to the Released Trademark.

Except as expressly modified hereby, the Intellectual Property Security Agreement shall remain in full force and effect in accordance with the provisions thereof on the date hereof.

Capitalized terms used herein and not otherwise defined shall have the meanings given such terms in the Intellectual Property Security Agreement.

This Partial Release of Intellectual Property Security Agreement shall be governed by the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Partial Release of Intellectual Property Security Agreement to be executed by its duly authorized officer as of the date first written above.

BANK OF AMERICA, N.A.
as Collateral Agent

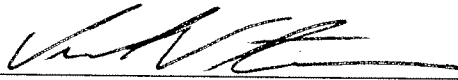
By: 
Name: Keith Vercauteren
Title: managing Director

Exhibit A

RELEASED TRADEMARK

Description of Trademark	Owner/ Registration	Registration/ Application Number	Registration /Filing Date	Jurisdiction of Application
Copper Moon	Trademark Holdings, Inc.	2,891,961	October 5, 2005	U.S.