

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.		09/12/2007	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Village Pantry, LLC
Street Address:	9800 CROSSPOINT BLVD.
Internal Address:	C/o Marsh Supermarkets, Inc.
City:	INDIANAPOLIS
State/Country:	INDIANA
Postal Code:	46256
Entity Type:	LIMITED LIABILITY COMPANY: INDIANA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	0855710	VILLAGE PANTRY
Registration Number:	1162326	VILLAGE PANTRY
Registration Number:	1034956	VILLAGE PANTRY
Registration Number:	1317347	VILLAGE PANTRY
Registration Number:	1432563	IF WE'RE NOT IN YOUR NEIGHBORHOOD YET, WE'RE ON YOUR WAY HOME
Registration Number:	1604882	MUG-A-LUG
Registration Number:	1628597	THANK\$ A LOTTERY
Registration Number:	2009816	SELECT A SUB
Registration Number:	2839973	VP.
Registration Number:	3096820	IF YOU NEED IT FAST, DON'T DRIVE PAST...VILLAGE PANTRY
Registration Number:	3135581	VP VILLAGE PANTRY

CH \$290.00 0855710

900087033

TRADEMARK
REEL: 003622 FRAME: 0203

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

NAME OF SUBMITTER:

Catherine R. Howell, Paralegal

Signature:

/Catherine R. Howell/

Date:

09/17/2007

Total Attachments: 4

source=villagerelase#page1.tif

source=villagerelase#page2.tif

source=villagerelase#page3.tif

source=villagerelase#page4.tif

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 September 12, 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, 2006 (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, Village Pantry, LLC (the "Grantor") 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, as amended by that certain First Amendment and Joinder to Amended and Restated Intellectual Property Security Agreement dated as of May 25, 2007 (the "Intellectual Property Security Agreement");

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

WHEREAS, in connection with that certain Second Amendment to the Amended and Restated Credit Agreement dated as of May 25, 2007, the Grantor has requested that the Agent release the liens and security interests granted to the Agent by the Grantor with respect to the Grantor's right, title and interest in and to the Released Trademarks (to the extent of the Grantor's 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 Grantor 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 Grantor in and to the Released Trademarks solely to the extent of the Grantor's interest therein; and

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

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: Christine M Scott
Title: Director

Exhibit A

RELEASED TRADEMARKS

Owner	Trademark or Servicemark	Registration / Application Number	Registration / Filing Date
Village Pantry, LLC	Village Pantry	855,710	August 27, 1968
	Village Pantry	1,034,956	March 2, 1976
	Village Pantry	1,162,326	July 21, 1981
	Village Pantry	1,317,347	January 29, 1985
	If We're Not in Your Neighborhood Yet, We're On your Way Home	1,432,563	March 10, 1987
	Mug-A-Lug	1,604,882	July 3, 1990
	Thank\$ a Lottery	1,628,597	December 18, 1990
	Select a Sub	2,009,816	October 22, 1996
	VP [Design]	2,839,973	May 11, 2004
	If you need it Fast, Don't Drive Past . . . Village Pantry	3,096,820	December 30, 2004
	VP [Design]	3,135,581	August 29, 2005