

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
Merrill Lynch Capital Corporation, as Collateral Agent		11/09/2007	CORPORATION:
RECEIVING PARTY DATA			
Name:	BI-LO, LLC		
Street Address:	208 BI-LO Boulevard		
City:	Greenville		
State/Country:	SOUTH CAROLINA		
Postal Code:	29607		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2459243	SPIRAL REWARDS	
CORRESPONDENCE DATA			
Fax Number:	(919)484-2070		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	919-484-2333		
Email:	trademarksrtp@wcsr.com		
Correspondent Name:	Mitchell A. Tuchman		
Address Line 1:	PO Box 13069		
Address Line 2:	WOMBLE CARLYLE SANDRIDGE & RICE PLLC		
Address Line 4:	Research Triangle Pk, NORTH CAROLINA 27709		
ATTORNEY DOCKET NUMBER:	53832.6.9		
NAME OF SUBMITTER:	Mitchell A. Tuchman		
Signature:	/Mitchell A. Tuchman/		

CH \$40.00 2459243

Date:

11/14/2007

Total Attachments: 2

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RELEASE OF SECURITY INTEREST IN TRADEMARK

This RELEASE OF SECURITY INTEREST IN TRADEMARK, dated as of November 9, 2007, by **MERRILL LYNCH CAPITAL CORPORATION, AS COLLATERAL AGENT** ("Agent"), is executed in favor of **BI-LO, LLC** ("BI-LO") as follows:

WHEREAS, BI-LO and Agent are parties to that certain Term Loan Guarantee and Collateral Agreement, dated as of March 26, 2007 (as amended, restated, or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to that certain Grant of Security Interest in Trademark Rights, dated March 26, 2007 ("Trademark Security Interest Agreement"), as provided by the Collateral Agreement, BI-LO granted to Agent a continuing security interest in, and continuing lien upon, all right, title and interest of BI-LO in and to all of its trademarks and service marks, together with all goodwill associated therewith, and all renewals thereof, which Trademark Security Interest Agreement was recorded with the United States Patent and Trademark Office on March 28, 2007 at Reel/Frame No. 3509/0466;

WHEREAS, BI-LO and Agent are parties to that certain Credit Agreement, dated as of March 26, 2007 (as amended, restated, or otherwise modified, the "Credit Agreement"), and pursuant to §7.5(a) of the Credit Agreement, BI-LO would like to dispose of a certain, obsolete trademark listed on **Schedule A** ("Disposed Trademark") and Agent has consented to such disposal and has agreed to release its continuing security interest in, and continuing lien upon, and assign to BI-LO any and all interest it may have in the Disposed Trademark under the terms and conditions set forth herein;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

1. Agent hereby releases its continuing security interest in, and continuing lien upon, and assigns to BI-LO, Agent's entire right, title and interest in the Disposed Trademark, including all goodwill associated therewith.
2. This RELEASE OF SECURITY INTEREST IN TRADEMARK has been executed and delivered by the Agent for the purpose of releasing, removing, or otherwise eliminating the security interest of Agent solely with respect to the Disposed Trademark that has been filed with the United States Patent and Trademark Office. For the avoidance of any doubt, all other rights and obligations under the Trademark Security Interest Agreement and Collateral Agreement shall remain in full force and effect.
3. Agent has a continuing obligation to sign all agreements, documents, or otherwise, necessary to carry out this Agreement and the obligations herein.

Merrill Lynch Capital Corporation, as Agent

By: Stephanie Vallillo

Name: Stephanie Vallillo

Title: Vice President

Schedule A

<u>Trademark</u>	<u>Registration No.</u>
SPIRAL REWARDS	2,459,243