

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BI-LO, LLC		11/15/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bruno's Supermarkets, LLC		
Street Address:	800 Lakeshore Parkway		
City:	Birmingham		
State/Country:	ALABAMA		
Postal Code:	35211		
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:	58893.1.1		
NAME OF SUBMITTER:	Mitchell A. Tuchman		
Signature:	/Mitchell A Tuchman/		

CH \$40.00 2459243

Date:

11/27/2007

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This trademark assignment ("Assignment") from BI-LO, LLC ("ASSIGNOR") to Bruno's Supermarkets, LLC ("ASSIGNEE") is effective as of 12:01 a.m. on November 15, 2007 (the "Effective Date").

WHEREAS, ASSIGNOR is the owner of the trademark (the "Mark") as described in Exhibit A, attached hereto and incorporated by reference herein; and

WHEREAS, ASSIGNOR desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE, and ASSIGNEE desires to obtain, all of ASSIGNOR's right, title, and interest in and to the Marks as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth in this Assignment and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR and ASSIGNEE hereby agree as follows.

ASSIGNOR hereby conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all of ASSIGNOR's right, title, and interest of whatever kind in and to the Marks together with (1) the goodwill of the business relating to any products in respect upon which the Marks are used and for which they are registered, (2) all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the Marks and payments for future infringements and misappropriations of the Marks, and (3) all rights to sue for future infringements or misappropriations of the Mark (individually and collectively, the "Rights").

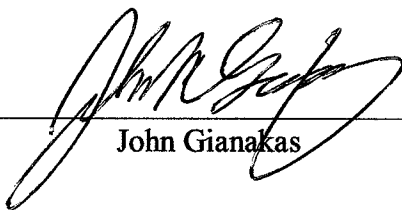
ASSIGNEE hereby assumes the Rights and agrees to indemnify, hold harmless, and defend ASSIGNOR from and against any and all obligations, liabilities, costs, and claims (including reasonably attorneys' fees) arising as a result of or with respect to any of the Rights that are attributable to the period of time from and after the Effective Date.

ASSIGNOR further covenants that it will execute all documents, papers, forms, and authorizations and take all other actions that may be reasonably necessary for securing, completing, or vesting in ASSIGNEE full right, title, and interest in the Mark.

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have caused this Assignment to be executed to be effective as of the Effective Date.

BI-LO, LLC

By: _____


John Gianakas

Its: _____

Vice President – Brand Marketing and Sales Planning

Bruno's Supermarkets, LLC

By: _____

Print Name: _____

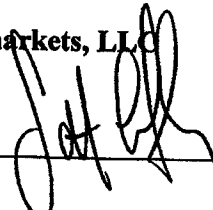
Its: _____

BI-LO, LLC

By: _____
John Gianakas

Its: _____
Vice President – Brand Marketing and Sales Planning

Bruno's Supermarkets, LLC

By: _____


Print Name: Scott North

Its: SENIOR VICE PRESIDENT OF OPERATIONS

EXHIBIT A

Mark	Registration No.	Registration Date
SPIRAL REWARDS	2,459,243	June 12, 2001
