

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Collateral Agent		06/27/2008	National Banking Association:

**RECEIVING PARTY DATA**

<b>Name:</b>	Marsh Supermarkets, Inc.
<b>Street Address:</b>	1105 North Market Street
<b>Internal Address:</b>	Suite 1300
<b>City:</b>	Wilmington
<b>State/Country:</b>	DELAWARE
<b>Postal Code:</b>	19801
<b>Entity Type:</b>	CORPORATION: INDIANA

<b>Name:</b>	Trademark Holdings, Inc
<b>Street Address:</b>	1105 N. Market Street
<b>Internal Address:</b>	Suite 1300
<b>City:</b>	Wilmington
<b>State/Country:</b>	DELAWARE
<b>Postal Code:</b>	19801
<b>Entity Type:</b>	CORPORATION: DELAWARE

<b>Name:</b>	Crystal Food Services, LLC
<b>Street Address:</b>	9800 Crosspoint Blvd.
<b>City:</b>	Indianapolis
<b>State/Country:</b>	INDIANA
<b>Postal Code:</b>	46256
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: INDIANA

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
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**900110291**

**TRADEMARK  
 REEL: 003807 FRAME: 0021**

**CH \$40.00 2575953**

Registration Number:

2575953

COFFEE ETC

**CORRESPONDENCE DATA**

Fax Number: (317)237-1000

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 317 237-0300

Email: stephanie.gumm@bakerd.com

Correspondent Name: Stephanie A. Gumm

Address Line 1: 300 North Meridian Street

Address Line 2: Suite 2700

Address Line 4: Indianapolis, INDIANA 46204

ATTORNEY DOCKET NUMBER:

37017.18190

NAME OF SUBMITTER:

Stephanie A. Gumm

Signature:

/sag/

Date:

07/01/2008

**Total Attachments: 4**

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## PARTIAL RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This PARTIAL RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT is executed as of June 27, 2008 by Bank of America, N.A., in its capacity as Collateral Agent (the "Agent") under that certain Credit Agreement dated as of September 9, 2005 (as amended, and as the same may be further amended, supplemented or otherwise modified, the "Credit Agreement") among Marsh Supermarkets, Inc., 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 Intellectual Property Security Agreement dated as of September 9, 2005 and recorded on December 7, 2005 at reel 3237, frame 0273 (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 June 13, 2008 among Crystal Food Services, LLC and Copper Moon 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: Christine M. Scott

Title: Principal.

**EXHIBIT A**

**RELEASED TRADEMARK**

<b>Description of Trademark</b>	<b>Registration Number</b>	<b>Issue Date</b>
COFFEE ETC	2,575,953	June 4, 2002

1090617.1