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		06/27/2008	National Banking Association:

RECEIVING PARTY DATA

Name:	Marsh Supermarkets, LLC
Street Address:	1105 North Market Street
Internal Address:	Suite 1300
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	LIMITED LIABILITY COMPANY: INDIANA

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

Name:	Village Pantry, LLC
Street Address:	9800 Crosspoint Boulevard
City:	Indianapolis
State/Country:	INDIANA
Postal Code:	46256
Entity Type:	LIMITED LIABILITY COMPANY: INDIANA

Name:	Lobill Foods, LLC
Street Address:	9800 Crosspoint Boulevard
City:	Indianapolis

CH $40.00 2575953

State/Country:	INDIANA
Postal Code:	46256
Entity Type:	LIMITED LIABILITY COMPANY: INDIANA

Name:	Marsh Drugs, LLC
Street Address:	9800 Crosspoint Boulevard
City:	Indianapolis
State/Country:	INDIANA
Postal Code:	46256
Entity Type:	LIMITED LIABILITY COMPANY: INDIANA

Name:	Marsh Supermarkets, Inc.
Street Address:	9800 Crosspoint Boulevard
City:	Indianapolis
State/Country:	INDIANA
Postal Code:	46256
Entity Type:	CORPORATION: INDIANA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
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: 317237-0300
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
source=Lien Releases.pdf - 2007#page1.tif
source=Lien Releases.pdf - 2007#page2.tif

source=Lien Releases.pdf - 2007#page3.tif
source=Lien Releases.pdf - 2007#page4.tif

PARTIAL RELEASE OF FIRST AMENDMENT AND JOINDER TO AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This PARTIAL RELEASE OF FIRST AMENDMENT AND JOINDER TO AMENDED AND RESTATED 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 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, Inc, as Borrower, the other Borrowers named therein, the Lenders named therein and Agent.

WHEREAS, pursuant to the Credit Agreement, Marsh Supermarkets, LLC, Crystal Food Services, LLC, Village Pantry, LLC, Lobill Foods, LLC, Marsh Drugs, LLC and Marsh Supermarkets, Inc. (collectively, the "Grantors") executed and delivered to the Agent the First Amendment and Joinder to Amended and Restated Intellectual Property Security Agreement dated as of June 25, 2007 and recorded on March 12, 2008 at reel 3738, frame 0353 (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.

TRADEMARK
REEL: 003807 FRAME: 0087

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]

TRADEMARK
REEL: 003807 FRAME: 0088

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

TRADEMARK
REEL: 003807 FRAME: 0089

EXHIBIT A

RELEASED TRADEMARK

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

1090615.1

RECORDED: 07/01/2008

TRADEMARK
REEL: 003807 FRAME: 0090