

**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
Back Bay Capital Funding LLC		09/26/2006	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Marsh Supermarkets, Inc.
<b>Street Address:</b>	9800 Crosspoint Blvd.
<b>City:</b>	Indianapolis
<b>State/Country:</b>	INDIANA
<b>Postal Code:</b>	46256-3350
<b>Entity Type:</b>	CORPORATION: INDIANA

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

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	0855710	VILLAGE PANTRY
Registration Number:	1034956	VILLAGE PANTRY
Registration Number:	1162326	VILLAGE PANTRY
Registration Number:	1317347	VILLAGE PANTRY
Registration Number:	1604882	MUG-A-LUG
Registration Number:	1628597	THANK\$ A LOTTERY
Registration Number:	2839973	VP.
		IF YOU NEED IT FAST, DON'T DRIVE PAST...VILLAGE

**CH \$240.00 0855710**

Registration Number:	3096820	PANTRY
Registration Number:	3135581	VP VILLAGE PANTRY

**CORRESPONDENCE DATA**

Fax Number: (202)739-3001  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 2027395723  
Email: chimmelfarb@morganlewis.com  
Correspondent Name: Carolyn Himmelfarb  
Address Line 1: 1111 Pennsylvania Avenue, N.W.  
Address Line 2: Attention: TMSU  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	069147.0003
NAME OF SUBMITTER:	Carolyn Himmelfarb
Signature:	/Carolyn Himmelfarb/
Date:	07/02/2008

**Total Attachments: 9**  
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**TERMINATION AND RELEASE**  
**OF**  
**INTELLECTUAL PROPERTY**  
**SECURITY AGREEMENT**

**TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated September 26, 2006 by BACK BAY CAPITAL FUNDING LLC, a Delaware limited liability company, in its capacity as Collateral Agent for the Secured Parties (as defined in the Credit Agreement defined below) (the "Collateral Agent"), in connection with the Credit Agreement, dated as of January 6, 2006 (the "Credit Agreement"), capitalized terms used but not defined herein have the meanings assigned to them in the Credit Agreement), by and among each of the borrowers identified as Borrowers on the signature pages thereof (the "Borrowers"), Marsh Supermarkets, LLC, as Lead Borrower (the "Lead Borrower"), the financial institutions from time to time party thereto (the "Lenders") and Back Bay Capital Funding LLC, as Administrative Agent and Collateral Agent for the Lenders.

**WHEREAS**, Marsh Supermarkets, Inc., an Indiana corporation and Trademark Holdings, Inc., a Delaware corporation (each, individually, a "Grantor", and, collectively, the "Grantors") and the Collateral Agent entered into an Intellectual Property Security Agreement, dated as of January 6, 2006 (the "IP Agreement"), which IP Agreement was recorded January 19, 2006, with the United States Patent and Trademark Office at Reel 003230, Frame 0290 for the purpose of securing payment and performance of the Obligations;

**WHEREAS**, pursuant to the Credit Agreement and the IP Agreement the Grantors granted, assigned, transferred and conveyed to the Collateral Agent, by way of collateral security, the IP Collateral (as defined in the IP Agreement) as security for the Obligations;

**WHEREAS**, as the Obligations have been paid in full, the Collateral Agent has agreed to terminate and release the IP Agreement and assign and transfer to the Grantors its right, title and interest in the IP Collateral as herein provided;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby terminates and releases the IP Agreement and assigns and transfers to the Grantors, without representation, warranty or recourse, all of the Collateral Agent's right, title and interest in and to the IP Collateral, including, without limitation, the copyrights and copyright licenses, patents and patent licenses and trademarks and trademark licenses listed on Exhibit A attached hereto, effective as of the date set forth above.

This Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the conflict of laws principles thereof.

*[Remainder of this page intentionally left blank.]*

**BACK BAY CAPITAL FUNDING LLC, as  
Collateral Agent**

By: 

Name: Kristan M. O'Connor

Title: Managing Director

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 26<sup>th</sup> day of September, 2006, before me, the undersigned notary public, personally appeared Kristan M. O'Connor, as Managing Director of Back Bay Capital Funding LLC, proved to me through satisfactory evidence of identification, which was personally known to me, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as Managing Director of said limited liability company.

4/7/2011 Heba G. Gougeon  
My commission expires:

**EXHIBIT A**

See attached.

BUSEDOCS/1584146.2

**TRADEMARK**  
**REEL: 003808 FRAME: 0217**

List of Copyrights and Copyright Licenses

**Copyright Registrations and Applications**

None.

**Copyright Licenses**

None.

BUSDOCS/1525250.4

List of Patents and Patent Licenses

**Patents and Patent Applications**

<b>Applicant</b>	<b>Description</b>	<b>Serial Number</b>	<b>Application Number</b>	<b>Publication Date</b>
Trademark Holdings, Inc.	A store for selling merchandise to customers with a central, substantially open, area having a ceiling of a given height, and providing a place for merchandise.	068073	20050189413	September 1, 2005

**Patent Licenses**

None.



List of Trademarks and Trademark Licenses

**Trademark Registrations and Applications**

Owner	Trademark or Servicemark	Registration / Application Number	Registration / Filing Date
Marsh Supermarkets, Inc.	Fielding's	2,978,778	July 26, 2005
	Don E. Marsh	76/512,504	May 8, 2003
	Marsh Signature	76/512,505	May 8, 2003
	Yorktown Family Value	76/512,503	May 8, 2003
	Trios Di Tuscanos	2,916,729	January 4, 2005

Trademark Holdings, Inc.	Arthur's Fresh Market	2,902,361	November 9, 2004
	Joe O'Malia Food Markets "Where Quality is the True Value of Economy"	1,223,759	January 11, 1983
	Yorktown	650,214	August 13, 1957
	Bean Bros.	2,789,486	December 2, 2003
	[Design Only]	3,020,456	November 29, 2005
	C.A.F.E., Inc.	78/483,822	September 15, 2004
	Capitol Vending	2,790,586	December 9, 2003
	Coffee Etc	2,575,953	June 4, 2002
	Copper Moon	2,891,961	October 5, 2004
	Creating Amazing Food Experiences	2,849,693	June 1, 2004
	Deli Lean	2,009,189	October 15, 1996
	Enflora	1,697,116	June 23, 1992
	Experts in Fresh	2,958,650	May 31, 2005
	[Design only]	2,804,277	January 13, 2004
	Fielding the Mouse	2,616,391	September 10, 2002
	Floral Fashions	1,160,410	July 7, 1981
	Food Expressions Market & Cafe	78/679,896	July 27, 2005
	Marsh Fresh I·D·E·A Card	1,909,040	August 1, 1995
	Gonna Make You Smile	1,875,706	January 24, 1995
	[Design Only]	1,104,543	October 17, 1978
	Hoosier Stick	1,253,875	October 11, 1983
	If We're Not in Your	1,432,563	March 10, 1987

BUSDOCS/1525250.4

Owner	Trademark or Servicemark	Registration / Application Number	Registration / Filing Date
	Neighborhood Yet, We're On your Way Home		
Trademark Holdings, Inc.	If you need it Fast, Don't Drive Past . . . Village Pantry	78/539,950	December 30, 2004
	LoBill	1,638,724	March 19, 1991
	Marsh	1,087,155	March 14, 1978
	Marsh	869,064	May 6, 1969
	Marsh	1,123,490	July 31, 1979
	Marsh	874,895	August 12, 1969
	Marsh	2,050,427	April 8, 1997
	Marsh Kids' Club	2,554,821	April 2, 2002
	McNamara	2,655,836	December 3, 2002
	McNamara	2,542,770	February 26, 2002
	Morganics	2,537,747	February 12, 2002
	Mug-A-Lug	1,604,882	July 3, 1990
	MyMarsh	2,838,733	May 4, 2004
	O'Malia's	2,813,211	February 10, 2004
	O'Maila's CouponPlus	1,841,534	June 21, 1994
	O'Malia's Indy's Premier Food Markets	2,834,571	April 20, 2004
	Select a Sub	2,009,816	October 22, 1996
	smilemaker	1,256,377	November 1, 1983
	smilemaker	1,251,873	September 20, 1983
	Steak Master	2,732,867	July 1, 2003
	Stockman's	1,524,718	February 14, 1989
	A [Design]	2,970,490	July 19, 2005
	Thank\$ a Lottery	1,628,597	December 18, 1990
	The C.A.F.E. Group	2,872,983	August 10, 2004
	The C.A.F.E. Group Creating Amazing Food Experiences	2,891,923	October 5, 2004
	The Decision is Crystal Clear	2,455,317	May 29, 2001
	Toscana Bistro	2,839,318	May 4, 2004
	Village Pantry	1,162,326	July 21, 1981
	Village Pantry	1,034,956	March 2, 1976
	Village Pantry	1,317,347	January 29, 1985
	Village Pantry	855,710	August 27, 1968
	VP Village Pantry [Design]	78/702,400	August 29, 2005
VP. (Stylized)	2,839,973	May 11, 2004	
We Value You	1,025,923	November 25, 1975	
Yorktown	1,042,414	June 29, 1976	

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Owner	Trademark or Servicemark	Registration / Application Number	Registration / Filing Date
	Yorktown	757,851	October 1, 1963
	Yorktown	2,045,590	March 18, 1997

**Trademark Licenses**

None.

BUSDOCS/1525250.4