

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pamida Stores Operating Co., LLC		01/22/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Sun Retail Finance Holdings, LLC, as collateral agent
Street Address:	5200 Town Center Circle, Suite 600
City:	Boca Raton
State/Country:	FLORIDA
Postal Code:	33486
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1124616	PAMIDA
Registration Number:	2012231	HOMETOWN VALUES
Registration Number:	3061996	SHOP MORE, DRIVE LESS
Registration Number:	3061995	SMALL TRIP, BIG SAVINGS
Registration Number:	3452943	FAR MORE. CLOSE TO HOME.
Serial Number:	76636302	BIG SAVINGS CLOSE TO YOU
Serial Number:	76639349	ULTIMATE VALUE CLOSE TO YOU

CORRESPONDENCE DATA

Fax Number: (202)739-3001
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202.739.5950
 Email: ateixeira@morganlewis.com, bchacchia@morganlewis.com
 Correspondent Name: Antonio Cesar Teixeira
 Address Line 1: 1111 Pennsylvania Avenue, NW

CH \$190.00 1124616

Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

NAME OF SUBMITTER: Antonio Cesar Teixeira

Signature: /AntonioTeixeira/

Date: 01/27/2009

Total Attachments: 8

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of January 22, 2009 is made by Pamida Stores Operating Co., LLC, a Delaware limited liability company (the "Grantor"), in favor of Sun Retail Finance Holdings, LLC (in its capacities as a lender pursuant to the Pamida-Sun Note (as hereinafter defined) and as collateral agent for the Lenders (as hereinafter defined), together with its successors and assigns, the "Secured Party"). Capitalized terms not defined herein shall have the meanings ascribed to them in the Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, Pamida Holding Company, Inc. (the "Borrower") has executed (a) that certain Subordinated Secured Promissory Note in favor of the Secured Party, dated as of the date hereof in the original principal amount of \$15,000,000 (as the same may be amended, supplemented, amended and restated or otherwise modified from time to time, the "Pamida-Sun Note") and (b) that certain Subordinated Secured Promissory Note in favor of ShopKo Stores Operating Co., LLC and its successors and assigns (the "Lenders"), dated as of the date hereof in the original principal amount of \$20,000,000 (as the same may be amended, supplemented, amended and restated or otherwise modified from time to time, together with the Pamida-Sun Note, the "Notes");

WHEREAS, in order to induce the Secured Party and the Lenders to enter into the Notes and to make loans to the Borrower pursuant thereto, Grantor has executed (a) that certain Guaranty, dated as of the date hereof, by the Grantor and the other guarantors party thereto in favor of the Secured Party (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Pamida-Sun Note Guaranty") and (b) that certain Guaranty, dated as of the date hereof, by the Grantor and the other guarantors party thereto in favor of the Lenders (as amended, supplemented, amended and restated or otherwise modified from time to time, together with the Pamida-Sun Note Guaranty, the "Guarantees");

WHEREAS, in connection with the Guarantees, the Grantor and the Secured Party have executed that certain Security Agreement, dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Secured Party (for its own benefit and for the benefit of the Lenders) a continuing security interest in all personal property, including the Trademarks (as defined below); and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Secured Party and the Lenders to make loans to the Borrower pursuant to the Notes, the Grantor agrees, for the benefit of the Secured Party and the Lenders, as follows:

SECTION 1. Definitions. The following terms (whether or not underscored) when used in this Agreement, including its preamble and recitals, shall have the following meanings:

“Trademarks” shall mean all United States, state and foreign trademarks, service marks, certification marks, collective marks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, trade styles, logos, other source or business identifiers, designs and general intangibles of a like nature, rights of publicity and privacy pertaining to the names, likeness, signature and biographical data of natural persons, now or hereafter in force, and, with respect to any and all of the foregoing: (i) all registrations and recordation thereof and all applications in connection therewith including, but not limited to, the registrations and applications referred to in Schedule A (as such schedule may be amended or supplemented from time to time), (ii) all renewals and extensions thereof (iii) the goodwill of the business associated therewith and symbolized thereby, (iv) all rights corresponding to any of the foregoing throughout the world, (v) all rights to sue at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, including, without limitation, the right to receive all proceeds of suit and damage awards therefore, and (vi) all payments, income, and royalties and rights to payments, income, and royalties arising out of the sale, lease, license assignment or other disposition thereof.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon a demand for payment (subject to the Intercreditor Agreement (as hereinafter defined)) made by the Secured Party under the Notes, assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Secured Party (for its own benefit and for the benefit of the Lenders) to secure payment, performance and observance of the Obligations (as defined in the Security Agreement, dated as of the date hereof, by and between the Borrower and the Secured Party).

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Party (for its own benefit and for the benefit of the Lenders) in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Security Agreement, the terms

and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Governing Law, Entire Agreement, etc. THIS GRANT OF SECURITY INTERESTS IN TRADEMARK RIGHTS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK. THIS GRANT OF SECURITY INTERESTS IN TRADEMARK RIGHTS, THE SECURITY AGREEMENT AND THE NOTE CONSTITUTE THE ENTIRE UNDERSTANDING AMONG THE PARTIES HERETO WITH RESPECT TO THE SUBJECT MATTER HEREOF AND SUPERSEDE ANY PRIOR AGREEMENTS, WRITTEN OR ORAL, WITH RESPECT THERETO

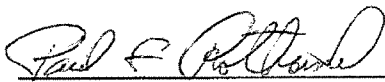
SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 7. Intercreditor Agreement. ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, THE LIENS AND SECURITY INTERESTS SECURING THE OBLIGATIONS EVIDENCED BY THE NOTES, THE EXERCISE OF ANY RIGHT OR REMEDY WITH RESPECT THERETO AND THE RIGHTS OF THE HOLDERS THEREOF ARE SUBJECT TO THE PROVISIONS OF THAT CERTAIN INTERCREDITOR AND SUBORDINATION AGREEMENT, DATED AS OF JANUARY 22, 2009, BY AND AMONG THE SECURED PARTY, AS JUNIOR CREDITOR AGENT, WACHOVIA BANK, NATIONAL ASSOCIATION, AS SENIOR CREDITOR AGENT AND SENIOR COLLATERAL AGENT, AND THE OTHER PARTIES THAT ARE SIGNATORIES THERETO (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"). IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

PAMIDA STORES OPERATING CO., LLC
as Grantor

By: 
Name: Paul Rothamel
Title: President & CEO


SUN RETAIL FINANCE HOLDINGS, LLC
as Secured Party

By: _____
Name:
Title:

[Signature page to Grant of Security Interest in Trademark Rights]

STATE OF *Nebraska*,
COUNTY OF *Douglas*) ss

On the *21st* day of January, 2009, before me personally came Paul Rothamel; who, being duly sworn, did depose and say that he is the President and CEO of Pamida Stores Operating Co., LLC, a Delaware limited liability company, the Grantor described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the managing member of such limited liability company; and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Gretchen Schawe
Notary Public

(PLACE STAMP AND SEAL ABOVE)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

PAMIDA STORES OPERATING CO., LLC
as Grantor

By: _____
Name: Paul Rothamel
Title: President & CEO

SUN RETAIL FINANCE HOLDINGS, LLC
as Secured Party

By: Michael McConvey
Name: Michael J. McConvey
Title: Vice President

[Signature page to Grant of Security Interest in Trademark Rights]

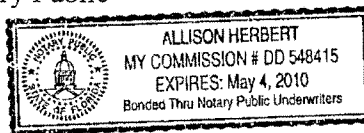
STATE OF FLORIDA)
) ss
COUNTY OF PALM BEACH)

On the 21st day of January, 2009, before me personally came Michael J. McConvery; who, being duly sworn, did depose and say that he is the Vice President of Sun Retail Finance Holdings, LLC, a Delaware limited liability company, the Secured Party described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the managing member of such corporation; and that he acknowledged said instrument to be the free act and deed of said company.



Notary Public

Personally Known	<input checked="" type="checkbox"/>
Produced Identification	<input type="checkbox"/>



(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Registration or Serial Number</u>
Pamida	1124616
Hometown Values	2012231
Shop More, Drive Less	3061996
Small Trip, Big Savings	3061995
Far More. Close to Home.	3452943
Big Savings Close to You	761636302 (<i>Abandoned</i>)
Ultimate Value Close to You	761639349 (<i>Abandoned</i>)