

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
URM Stores, Inc.		05/14/2009	CORPORATION: WASHINGTON

RECEIVING PARTY DATA

Name:	Bank of Montreal
Street Address:	115 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Chartered Bank: CANADA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	1336061	ROSAUERS
Registration Number:	1382550	ROSAUERS
Registration Number:	1370405	ROSAUERS
Registration Number:	1368584	ROSAUERS
Registration Number:	1371846	ROSAUERS SUPERMARKETS
Registration Number:	1087740	AISLE ONE

CORRESPONDENCE DATA

Fax Number: (312)803-5299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (312) 845-3430
 Email: kalwa@chapman.com
 Correspondent Name: Richard Kalwa
 Address Line 1: 111 West Monroe Street
 Address Line 2: Chapman and Cutler LLP
 Address Line 4: Chicago, ILLINOIS 60603

CH \$165.00 1336061

ATTORNEY DOCKET NUMBER:	1522234
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	05/14/2009
Total Attachments: 7 source=2623093#page1.tif source=2623093#page2.tif source=2623093#page3.tif source=2623093#page4.tif source=2623093#page5.tif source=2623093#page6.tif source=2623093#page7.tif	

TRADEMARK COLLATERAL AGREEMENT

This 14th day of May, 2009, URM STORES, INC., a Washington corporation ("*Debtor*") with its principal place of business and mailing address at 7511 N. Freya, P.O. Box 3365, Spokane, Washington 99220-3365, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Bank of Montreal, a Canadian chartered bank acting through its Chicago branch with its mailing address at 115 South LaSalle Street, Chicago, Illinois 60603, as administrative agent for the benefit of the Secured Creditors (as defined in the Security Agreement referenced below), and its successors and assigns ("*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Secured Party, as administrative agent (the "*Security Agreement*").


Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

URM STORES, INC

By 
Name: Laurie Bigot
Its: Secretary

BANK OF MONTREAL


By _____
Name: C. Scott Place
Its: Director

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

URM STORES, INC

By _____
Name: Laurie Bigej
Its: Secretary

BANK OF MONTREAL

By  _____
Name: C. Scott Place
Its: Director

[Signature Page to Trademark Collateral Agreement]

TRADEMARK
REEL: 003987 FRAME: 0611

SCHEDULE A-1

TO TRADEMARK COLLATERAL AGREEMENT

INTELLECTUAL PROPERTY RIGHTS

Trademark Name	TRADEMARKS Expiration Date	Renewal Date
Super 1 Foods [OR - 246164-84]	May 10, 2011	April 10, 2011
Shop Rite [MT - 17930-13(16)]	March 17, 2010	February 17, 2010
Super 1 Foods [WA - 18595]	January 11, 2010	November 11, 2009
Shop Rite [ID - 7655]	March 17, 2015	February 17, 2015
Food City [MT - 28005-2200(10)]	October 3, 2011	September 3, 2011
Super 1 Foods [MT - 28034-1074(10)] 56195	November 13, 2011	October 13, 2011
Hamilton Super 1 Foods [MT - 37193]	November 1, 2013	September 1, 2013
Missoula Super 1 Foods [MT - 37194]	November 1, 2013	September 1, 2013
Super 1 Foods [MT - 116(19)-15394]	November 1, 2013	September 1, 2013
Super 1 Foods [ID - 12792]	November 13, 2009	September 13, 2009
Super 1 Foods [ID - 12811]	December 1, 2009	October 1, 2009
Food City [ID - 6835]	June 25, 2010	May 25, 2010

TRADEMARKS

U.S. Trademark Registration No. 1,336,061
"Rosauers"

U.S. Trademark Registration No. 1,382,550
"Rosauers" — International Class 29

U.S. Trademark Registration No. 1,370,405
"Rosauers" — International Class 30

U.S. Trademark Registration No. 1,368,584
"Rosauers" — International Class 5

U.S. Trademark Registration No. 1,371,846
"Rosauers Supermarkets" — International Class 42

U.S. Trademark Registration No. 1,087,740
"Aisle One" — International Class 16

State of Washington Trademark No. 4873
"Butter-Bake Shoppe" — Class 30

State of Washington Trademark Registration No. 025777
"Huckleberry's Fresh Market" — Class 42

State of Washington Trademark Registration No. 025862
"Huckleberry's Fresh Market" — Class 42

State of Montana Trademark Registration No. 14158
"Country Fresh" — Class tt

**SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT**

TRADEMARK LICENSES

None except URM Members