

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ASSOCIATED FOOD STORES, INC.		11/02/2009	CORPORATION: UTAH
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	209 S. Main Street		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84111		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	77825089	A FRESH MARKET	
Serial Number:	77837822	PRADA PIES	
Serial Number:	77837828	A ASSOCIATED FOOD STORES	
Serial Number:	77837831	A ASSOCIATED FOOD STORES	
CORRESPONDENCE DATA			
Fax Number:	(866)826-5420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3016380511		
Email:	ipresearchplus@comcast.net		
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		
Address Line 2:	Attn: Penelope J.A. Agodoa		
Address Line 4:	Waldorf, MARYLAND 20602		
ATTORNEY DOCKET NUMBER:	35134		

OP \$115.00 77825089

NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	11/09/2009
Total Attachments: 8 source=35134#page1.tif source=35134#page2.tif source=35134#page3.tif source=35134#page4.tif source=35134#page5.tif source=35134#page6.tif source=35134#page7.tif source=35134#page8.tif	

**GRANT OF SECURITY INTEREST
(TRADEMARKS)**

[ASSOCIATED FOOD STORES, INC.]

THIS GRANT OF SECURITY INTEREST (TRADEMARKS) (this "*IP Grant*") is dated as of November 2, 2009 and is entered into by ASSOCIATED FOOD STORES, INC., a Utah corporation having its chief executive office at 1850 West 2100 South, Salt Lake City, Utah 84119 ("*Assignor*"), in favor of Wells Fargo Bank, National Association, having a representative office at 299 S. Main Street (Utah Regional Commercial Banking Office), Salt Lake City, Utah 84111, not in its individual capacity, but solely in its capacity as Collateral Agent (in such capacity, "*Assignee*") under the Intercreditor Agreement as the representative and for the benefit of the Collateral Parties (as such terms are defined below).

WHEREAS, concurrently herewith, Assignor, as borrower, and certain of its subsidiaries, as guarantors (the "*Subsidiary Guarantors*"), are entering into that Credit Agreement dated as of the date of this IP Grant (as the same may from time to time be amended, modified, supplemented or restated, the "*Credit Agreement*") with the banks and other institutional lenders party thereto and named as Lenders therein (each a "*Lender*," and collectively, the "*Lenders*") and Wells Fargo Bank, National Associations, not in its individual capacity but in its separate capacities as the Swing Line Lender, as the L/C Issuer and as the Administrative Agent, as the representative and for the benefit of the Secured Parties, pursuant to which the Lending Parties agree to make certain Credit Extensions to Assignor on behalf and for the benefit of Assignor and the Subsidiary Guarantors up to an initial aggregate available principal amount of \$170,000,000 on the terms and subject to the conditions set forth therein and in the other Loan Documents.

WHEREAS, also concurrently herewith, Assignor is entering into that Master Note Purchase Agreement dated as of the date of this IP Grant (as the same may from time to time be amended, modified, supplemented or restated, the "*Senior Note Purchase Agreement*") with the insurance companies and other institutional lenders and named as "Purchasers" therein (each, together with its nominees for such purpose, a "*Senior Noteholder*," and collectively, the "*Senior Noteholders*"), pursuant to which Assignor agrees to sell and issue to the Senior Noteholders, and the Senior Noteholders agree to purchase, the Series 2009 Notes (as such term is defined therein) on the Closing Date in the aggregate original principal amount of \$80,000,000 on the terms and subject to the conditions set forth in the Senior Note Purchase Agreement, in the Series 2009 Notes and in the other Senior Note Purchase Documents, including that Guaranty (as such term is defined in the Senior Note Purchase Agreement and referred to in this IP Grant, as the "*Senior Noteholder Guaranty*") by each of the Subsidiary Guarantors party thereto, as guarantors, in favor of the Senior Noteholders.

WHEREAS, also concurrently herewith, Administrative Agent and each Lending Party under the Credit Agreement and each Senior Noteholder under the Senior Note Purchase Agreement, as purchasers of Series 2009 Senior Notes, are entering into that Intercreditor and Collateral Agency Agreement dated as of the date of this IP Grant (as the same may from time to time be amended, modified, supplemented or restated, the "*Intercreditor Agreement*"), acknowledged and agreed to by Assignor and each Subsidiary Guarantor party thereto, pursuant to which, among other things, Administrative Agent, each Lending Party and each Senior Noteholder appoint, designate and authorize Wells Fargo Bank, National Association to act as Collateral Agent (in such capacity, and as defined in the Intercreditor Agreement, the "*Collateral Agent*") as the representative and for the benefit of the Secured Parties under the Loan Documents and the Secured Noteholders under the Senior Note Purchase Documents with respect to matters relating to the Collateral and other matters incidental thereto, subject to the terms and conditions

of the Intercreditor Agreement (for purposes of this IP Grant, Collateral Agent, Administrative Agent and the other Secured Parties and the Senior Noteholders are collectively referred to herein as the “*Collateral Parties*”).

WHEREAS, in order to secure, on a *pari passu* basis, Assignor’s (a) Obligations to Administrative Agent and the other Secured Parties under the Credit Agreement and the other Loan Documents and (b) indebtedness and other obligations to the Senior Noteholders under Senior Note Purchase Agreement and the other Senior Note Purchase Documents, Assignor and the Subsidiary Guarantors also concurrently herewith are entering into that Security Agreement dated as of the date of this IP Grant (as the same may from time to time be amended, modified, supplemented or restated, the “*Security Agreement*”), in favor of Assignee, as the representative and for the benefit of the Collateral Parties, pursuant to which, among other things, Assignor is granting to Assignee a security interest in all of Assignor’s right, title and interest, whether presently existing or hereafter arising or acquired, in, to and under all of the “*Collateral*,” as defined in the Security Agreement.

WHEREAS, the Lending Parties and the Senior Noteholders are willing to make, extend and maintain the credit to and for the benefit of Assignor and the Subsidiary Guarantors under the Credit Agreement and the other Loan Documents and under Senior Note Purchase Agreement and the other Senior Note Purchase Documents, as applicable, but only upon the condition, among others, that Assignor shall grant a security interest in and assign for security purposes (and not as an absolute assignment) in favor of and to Assignee, as the representative and for the benefit of the Collateral Parties, in and to, all of Assignor’s right, title and interest in and to all Trademarks (as defined and described below) to secure its payment and performance of the “Secured Obligations” (as such term is defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, as collateral security for the prompt and complete payment and performance when due of the Secured Obligations, Assignor hereby represents, warrants, covenants and agrees as follows:

1. Unless otherwise defined herein, capitalized terms used herein shall have the same meaning when used herein as given to them in the Credit Agreement.
2. As security for the full, complete and final payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all the Secured Obligations and in order to induce (a) Administrative Agent and the Lending Parties to enter into the Credit Agreement and the other Loan Documents and to make, extend and maintain the Credit Extensions thereunder to and for the benefit of Assignor and the Subsidiary Guarantors upon the terms and subject to the conditions thereof, and (b) the Senior Noteholders to enter into the Senior Note Purchase Agreement and the other Senior Note Purchase Documents and to make, extend and maintain the credit thereunder to and for the benefit of Assignor and the Subsidiary Guarantors upon the terms and subject to the conditions thereof, Assignor hereby assigns, conveys, mortgages, pledges, hypothecates and transfers to Collateral Agent, as the representative and for the benefit of the Collateral Parties, and hereby grants to Collateral Agent, as the representative and for the benefit of the Collateral Parties, a security interest in and to all of Assignor’s respective right, title and interest in, to and under each of the following:

(a) all Trademarks (as defined in the Security Agreement), including, without limitation, each registered trademark, trade name and service mark and each application for the registration of a trademark, trade name or service mark listed on *Schedules A* and *B* hereto, including, without limitation,

all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, continuations, continuations-in-part and renewals thereof; and

(b) the goodwill of the business connected with the use of, and symbolized by, each Trademark.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Collateral Agent with respect to the assignment of and security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference.

Following the termination of the Security Agreement in accordance with its terms, the Trademarks and any and all financing statements filed on behalf of Assignee will be automatically terminated, released, and/or reassigned to Assignor, and Assignee shall execute such instruments as may be reasonably requested to evidence such termination, release, and/or reassignment.

[Signature page to follow]

IN WITNESS WHEREOF, each of the parties has caused this Grant of Security Interest (Trademarks) to be duly executed by its officer(s) thereunto duly authorized as of the date first written above.

ASSIGNOR:

ASSOCIATED FOOD STORES, INC., a Utah corporation

By: Richard A. Parkinson

Name: Richard A. Parkinson

Title: President and Chief Executive Officer

ASSIGNEE:

WELLS FARGO BANK, NATIONAL ASSOCIATION, as
Collateral Agent

By: _____

Name: _____

Title: _____

[Signature page to Grant of Security Interest (Trademarks)]

IN WITNESS WHEREOF, each of the parties has caused this Grant of Security Interest (Trademarks) to be duly executed by its officer(s) thereunto duly authorized as of the date first written above.

ASSIGNOR:

ASSOCIATED FOOD STORES, INC., a Utah corporation

By: _____

Name: Richard A. Parkinson

Title: President and Chief Executive Officer

ASSIGNEE:

WELLS FARGO BANK, NATIONAL ASSOCIATION, as
Collateral Agent

By: Kevin Dowdle

Name: Kevin Dowdle

Title: Vice President

SCHEDULE A

REGISTERED U.S. TRADEMARKS

Owner	Registration No.	Registration Date	Jurisdiction of Registration	Description
-	-	-	-	-

SCHEDULE B

PENDING U.S. TRADEMARKS

Owner	Application No.	Application Date	Jurisdiction of Registration	Description
Associated Food Stores, Inc.	77825089 (Application No.)	9/11/09 (App. Date)	United States	Associated Fresh Market "apple, cart and a" logo
Associated Food Stores, Inc.	77837822 (Application No.)	9/29/09 (App. Date)	United States	Prada Pies (words only)
Associated Food Stores, Inc.	77837828 (Application No.)	9/29/09 (App. Date)	United States	Associated Food Stores "cart and a" logo (horizontal)
Associated Food Stores, Inc.	77837831 (Application No.)	9/30/09 (App. Date)	United States	Associated Foods Stores "cart and a" logo (vertical/stacked):