

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Safway Services, LLC
N19 W24200 Riverwood Drive
Waukesha, Wisconsin 53188

- Individual(s)
- General Partnership
- Corporation-State
- Other: LLC
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Execution Date(s) December 16, 2009

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wachovia Bank, National Association

Internal Address: _____

Street Address: 12 East 49th Street

City: New York

State: New York

Country: USA

Zip: 10017

Association Citizenship USA

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship

Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached. Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) See Attached Exhibit A

B. Trademark Registration No.(s) See Attached Exhibit A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien

Internal Address: UCC Direct Services

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwers.com

6. Total number of applications and registrations involved:

24

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$615-

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card

Last 4 Numbers 5683

Expiration Date 10/12

b. Deposit Account Number _____

Authorized User Name: _____

9. Signature:

Mercedes Farinas
Signature

Mercedes Farinas
Name of Person Signing

12/17/09
Date

Total number of pages including cover sheet, attachments, and document. 15

Documents to be recorded (including cover sheet) should be faxed to (703) 308-8995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP 8340.00 77861714

EXHIBIT A

TRADEMARKS AND APPLICATIONS

<u>Trademark</u>	<u>App./Reg. No.</u>	<u>Reg Date</u>	<u>Current Status</u>	<u>Country</u>	<u>Owner</u>
DURAPLANK	75442563/ 2253208	6/15/1999	Renewal Due 6/15/19	US	ThyssenKrupp Safway, Inc.
	Goods: Steel planks, in International Class 6				
ENACSYS	76523292/ 2834161	4/20/2004	Registered – Instruct Lapse – 4/20/10 Dec of Use Due	US	ThyssenKrupp Safway, Inc.
	Goods: Designing of aluminum platforms, in International Class 42				
QUKDECK	78327975/ 3083505	4/18/2006	Dec of Use Due 4/18/12	US	ThyssenKrupp Safway, Inc.
	Goods: Structural devices, namely steel girders, steel supports and steel beams for refurbishing underneath bridges, in International Class 6				
SAFLOCK SYSTEM SCAFFOLD	1457571		Application filed 11/2/09	Canada	ThyssenKrupp Safway, Inc.
	Goods: Metal scaffolding and shoring; metal rolling towers, metal platforms, metal stages; mechanized personnel lifts for use with buildings, namely, power swings, bosun's chairs and outrigger systems; seating, namely, bleachers, grandstands and chair risers				
SAFLOCK SYSTEM SCAFFOLD	77861714		Application filed 10/30/09	US	ThyssenKrupp Safway, Inc.
	Goods: Metal scaffolding and shoring; metal rolling towers, metal platforms, metal stages, in International Class 6; Mechanized personnel lifts for use with buildings, namely, power swings, bosun's chairs and outrigger systems, in International Class 7; Seating, namely, bleachers, grandstands and chair risers, in International Class 20				
SAFLOAD	76081612/ 2632694	10/8/2002	8 & 15 Filed in 2008; Renewal Due 10/08/12	US	ThyssenKrupp Safway, Inc.
	Goods: Metal shoring to provide support for such things as formwork and beams while building, renovating or repairing structures, in International Class 6				
SAFMAX	1134648/ 637922	4/20/2005	Renewal Due 4/20/20	Canada	ThyssenKrupp Safway, Inc.
	Goods: Scaffolds				

<u>Trademark</u>	<u>App./Reg. No.</u>	<u>Reg Date</u>	<u>Current Status</u>	<u>Country</u>	<u>Owner</u>
SAFMAX	76432208/ 2723913	6/10/2003	Renewal Due 6/10/13	US	ThyssenKrupp Safway, Inc.
	Goods: Metal scaffolds, in International Class 6				
SAFSCAF	1134649/ 637005	4/7/2005	Renewal Due 4/7/20	Canada	ThyssenKrupp Safway, Inc.
	Goods: Computer software used in the scaffold industry primarily for design and estimation.				
SAFSCAF	75629583/ 2540944	2/19/2002	Renewal Due 2/19/12	US	ThyssenKrupp Safway, Inc.
	Goods: Computer software used in the scaffolding industry primarily for design and estimation, in International Class 9				
SAFSCAF SYSTEM SCAFFOLD	1447039		Instruct abandon -- Pending, Application filed 8/4/09	Canada	ThyssenKrupp Safway, Inc.
	Goods: Metal scaffolding and shoring; metal rolling towers, metal platforms, metal stages; mechanized personnel lifts for use with buildings, namely, power swings, bosun's chairs and outrigger systems; seating, namely, bleachers, grandstands and chair risers				
SAFSCAF SYSTEM SCAFFOLD	77663313		Abandoned - Did not file Response to Office Action Due 10/29/09	US	ThyssenKrupp Safway, Inc.
	Goods: Metal scaffolding and shoring; metal rolling towers, metal platforms, metal stages, in International Class 6; Mechanized personnel lifts for use with buildings, namely, power swings, bosun's chairs and outrigger systems, in International Class 7; Seating, namely, bleachers, grandstands and chair risers, in International Class 20				
SAFWAY	170533/ UCA09259	4/8/1937	Renewal Due 4/8/12	Canada	ThyssenKrupp Safway, Inc.
	Goods: Contractors' equipment, namely, scaffolds, ladders, extensions, coupling pins, scaffold rings, cross braces, casters, hoists, putlogs, concrete towers, and contractors' elevators, that is to say, elevators used in the construction of buildings as distinguished from commercial and passenger elevators; shores, portable and permanent grandstands and bleachers, swing stages, mobile maintenance scaffolding towers and bosun's chairs				

SAFWAY	1133933/ TMA636435	3/31/2005	Renewal Due 3/31/20	Canada	ThyssenKrupp Safway, Inc.
	Goods: Scaffolding; shoring; formwork for use in the construction industry; planks and decks for use with scaffolding; mobile scaffolding towers; suspended scaffolding; hoists for use with suspended scaffolding; mechanized personnel lifts such as suspended scaffolding with hoist, bosun's chairs and outrigger systems; grandstands; bleachers; chair risers; computer software used in the scaffolding industry primarily for design and estimation; computer software used in the scaffolding industry primarily for tracking inventory, labor and costs; computer software used in the scaffolding industry for training primarily in the areas of scaffolding erection, use and dismantling, and related safety issues. Services: Scaffolding rental services; scaffolding erection and dismantling services; scaffolding engineering services; scaffolding training services; shoring rental services; shoring erection and dismantling services; formwork rental services				
SAFWAY	189627/ 458027	4/21/1994	Renewal Due 2/1/14; title update in progress	Mexico	Safway Services, Inc.
	Goods: Scaffold and scaffold equipment, shoring and shoring equipment, suspended scaffolds, scaffold hoists, platforms, stages, and bleachers, in International Class 6				
SAFWAY	764114/ 764114	4/1/1957	Renewal Due 4/1/16	United Kingdom	ThyssenKrupp Safway, Inc.
	Goods: Stands, being fixed structures, incorporating seats in tiers for viewing games, races, athletics, pageants and the like events; and scaffolding, parts of scaffolding included in Class 6, shoring (props), ladders and mobile towers (structures) for overhead maintenance; all being goods made of common metal, in International Class 6				
SAFWAY	73709246/ 1531603	3/28/1989	8 & 15 Dec Filed in 1994; Renewal Due 3/28/19	US	ThyssenKrupp Safway, Inc.
	Goods: Scaffolding and shoring, namely, sectional tubular scaffolding, systems tubular scaffolding, tube and clamp tubular scaffolding and shoring, in International Class 19; Mechanized personnel lifts for use with buildings, namely, power swings, bosun's chairs and outrigger systems, in International Class 7; Metal rolling towers, in International Class 6; Seating, namely, bleachers, grandstands, and chair risers, in International Class 20				
SAFWAY & Design	455988/ A455988	11/25/1986	Renewal Due 11/25/17	Australia	ThyssenKrupp Safway, Inc.
	Goods: Scaffolding, scaffold equipment and accessories, towers, stages, shores, chair risers, platforms, bleachers, grandstands and telescoping gym seats all being goods of common metal, in International Class 6				

SAFWAY & Design	1146797/ 638074	4/21/2005	Renewal Due 4/21/20	Canada	ThyssenKrupp Safway, Inc.
	Goods: Scaffolds; shoring; formwork; docks for use with scaffolds; mobile scaffold towers; suspended scaffolds; hoists for use with suspended scaffolds; mechanized personnel lifts such as suspended scaffolds with hoist, bosun's chairs and outrigger systems; grandstands; bleachers; chair risers; computer software used in the scaffold industry primarily for design and estimation; computer software used in the scaffold industry primarily for tracking inventory, labor and costs; computer software used in the scaffold industry for training primarily in the areas of scaffold erection, use and dismantling, and related safety issues; Services: Scaffold rental services; scaffold erection and dismantling services; scaffold engineering services; scaffold training services; shoring rental services; formwork rental services				
SAFWAY & Design	725782	1/2/1962	8 & 15 Dec Filed in 1984; Renewal Due 6/2/12	US	ThyssenKrupp Safway, Inc.
	Goods: Shores, In U.S. Class 12; Scaffolds, ladders, and scaffold equipment, towers, platforms, in U.S. Class 50				
SATURN & Design	1134650/ TMA636,436	3/31/2005	Renewal Due 3/31/20	Canada	ThyssenKrupp Safway, Inc.
	Goods: Hoists for use with suspended scaffolds				
SATURN & Design	7431715/ 1769726	5/11/1993	8 & 15 Dec Filed in 2000; Renewal Due 5/11/13	US	ThyssenKrupp Safway, Inc.
	Goods: Scaffold hoists, in International Class 7*				
SPEEDWAY	78835708	n/a	Allowed, Statement of Use Due 2/13/10	US	ThyssenKrupp Safway, Inc.
	Goods: Rental of scaffolding; scaffolding erection; scaffolding repair, in International Class 37				
WE HELP YOU RISE ABOVE THE REST	76360081/ 2712976	5/6/2003	Lapsed 11/6/09	US	Safway Services, Inc.
	Goods: Manufacture of suspended access systems for the bridge and high-rise building construction and maintenance industries to the order and/or specification of others, in International Class 40				

[Execution]

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

This Trademark Collateral Assignment and Security Agreement (this "Agreement"), dated December 16, 2009, is by SAFWAY SERVICES, LLC, a Delaware limited liability company ("Debtor"), and WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association, in its capacity as agent pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the Secured Parties described herein (in such capacity, together with its successors and assigns, "Agent").

WITNESSETH:

WHEREAS, Debtor has adopted, has used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A attached hereto and made a part hereof;

WHEREAS, Debtor and ThyssenKrupp Safway, Inc. (to be renamed Safway Services Canada, Inc.), a company organized under the Canada Business Corporation Act ("Canadian Borrower" and together with Debtor, each a "Borrower" and collectively, "Borrowers"), have entered into financing arrangements with Agent and the financial institutions which are from time to time parties to the Loan Agreement (as hereinafter defined) as lenders (individually, each a "Lender" and collectively, "Lenders") pursuant to which Agent and Lenders may make loans and advances and provide other financial accommodations to Borrowers as set forth in the Loan and Security Agreement, dated of even date herewith, by and among Borrowers, Safway Holdings LLC, a Delaware limited liability company ("Parent"), Agent and Lenders (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and the other Loan Documents (as defined in the Loan Agreement); and

WHEREAS, in order to induce Agent and Lenders to enter into the Loan Agreement and the other Loan Documents and to make loans and advances and provide other financial accommodations to Borrowers pursuant thereto, Debtor has agreed to grant to Agent, for the benefit of itself and the other Secured Parties, certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and Payment in Full of all of the Obligations, Debtor hereby grants to Agent, for the benefit of itself and the other Secured Parties, a continuing security interest in and a general lien upon, and hereby collaterally assigns and transfers to Agent, for the benefit of itself and the other Secured Parties: (a) all of Debtor's now existing or hereafter acquired right, title and interest in and to all of Debtor's trademarks, trade names, tradestyles and service marks; all prints and labels on which said trademarks, trade names, tradestyles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; all applications, registrations and recordings relating to the foregoing in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other countries, and all reissues, extensions and renewals thereof including, without limitation, those trademarks, service marks, terms, designs and applications described on Exhibit A hereto (the "Trademarks"); (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services

1442073.5

bearing the Trademarks; and (c) any and all proceeds of any of the foregoing, including, without limitation, any claims by Debtor against third parties for infringement of the Trademarks or any licenses with respect thereto (all of the foregoing are collectively referred to herein as the "Collateral").

2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Agent, for the benefit of itself and the other Secured Parties, pursuant to this Agreement shall secure the prompt performance and Payment in Full of all of the Obligations owing by Borrowers and Parent to Agent and the other Secured Parties, in each case arising under this Agreement, the Loan Agreement or any of the other Loan Documents, whether now existing or hereafter arising.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby represents, warrants and covenants with and to Agent that (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) All of the Collateral is valid and subsisting in full force and effect, and Debtor owns the sole, full, and clear title thereto, except to the extent set forth on Exhibit A hereto, and the right and power to grant the security interests granted hereunder. Debtor will, at its expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral as valid, subsisting and registered service marks or registered trademarks, as the case may be, including, without limitation, the filing of any renewal affidavits and applications, in each case except to the extent otherwise provided in the Loan Agreement.

(b) Debtor authorizes Agent to have this or any other similar security agreement filed with the United States Patent and Trademark Office or other appropriate federal, state or government office with respect to the Collateral.

(c) As of the date hereof, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other countries, other than those described on Exhibit A attached hereto and has not granted any licenses with respect thereto other than as set forth on Exhibit B hereto.

(d) Debtor will, concurrently with the execution and delivery of this Agreement, execute and deliver to Agent an original of a Special Power of Attorney in the form of Exhibit C attached hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Agent's exercise of the rights and remedies granted to Agent hereunder.

(e) At the end of each fiscal quarter, Debtor shall provide Agent with written notice of all applications for the registration of a Trademark which were filed with the United States Patent and Trademark Office or any similar office or agency in the United States, any state therein, or any other country during the immediately preceding fiscal quarter and copies of all certificates of registration of Trademark issued by the United States Patent and Trademark Office or any similar office or agency in the United States, any state therein, or any other country during the immediately preceding fiscal quarter. Upon the request of Agent, Debtor shall execute and deliver to Agent any and all assignments, agreements, instruments, documents and such other papers as may be requested by Agent to evidence the security interests of Agent in any Trademark.

(f) Debtor will render any assistance to Agent as Agent shall determine is reasonably necessary in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect Agent's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(g) Debtor will promptly notify Agent if Debtor (or any subsidiary thereof) learns of any use by any Person of any term or design likely to cause confusion with any Trademark. If reasonably requested by Agent, Debtor, at Debtor's expense, shall join with Agent in such action may be necessary for the protection of Agent's interest in and to the Trademarks.

4. RIGHTS AND REMEDIES

Upon the occurrence and during the continuance of any Event of Default,, in addition to all other rights and remedies of Agent or any of the other Secured Parties, whether provided under law, this Agreement, the Loan Agreement, the other Loan Documents or otherwise, Agent shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor, except as such notice or consent is expressly provided for hereunder or any other Loan Document:

(a) Agent may make use of any Trademarks on a royalty-free basis for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other security interest granted to Agent by Debtor.

(b) Agent may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Agent shall in its reasonable discretion deem appropriate. Such license or licenses may be general, special, or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Agent may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of ten (10) business days notice to Debtor in the manner set forth in the Loan Agreement, and in any case be subject to the provisions of the Loan Agreement, of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Agent and/or any Lender shall have the power to buy the Collateral or any part thereof, and Agent shall also have the power to execute assurances and perform all other acts which Agent may, in its discretion, deem necessary to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to Section 4(c) hereof, Agent may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Power of Attorney described in Section 3(d) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Agent all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, legal expenses and reasonable attorneys' fees to the extent required by, and in accordance with, the Loan Agreement.

(e) Debtor shall supply to Agent (or its designee) Debtor's knowledge and expertise relating to the manufacture and sale of the products and rendition of services bearing or sold under the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(f) Nothing contained herein shall be construed as requiring Agent to take any such action at any time (other than the provision of notice required herein or under the Loan Agreement). All of Agent's rights and remedies, whether provided under law, this Agreement, the Loan Agreement, the other Loan Documents, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

5. GOVERNING LAW; CHOICE OF FORUM; JURY TRIAL WAIVER

(a) The validity, interpretation and enforcement of this Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

(b) Each of Debtor and Agent irrevocably consents and submits to the non-exclusive jurisdiction of the Supreme Court of the State of New York in New York County, New York and the United States District Court for the Southern District of New York, whichever Agent may elect, and waives any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or in any way connected with or related or incidental to the dealings of the parties hereto in respect of this Agreement or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and whether in contract, tort, equity or otherwise, and agrees that any dispute with respect to any such matters shall be heard only in the courts described above (except that Agent shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Agent deems reasonably necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) EACH OF DEBTOR AND AGENT HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND AGENT OR ANY OF THE OTHER SECURED PARTIES IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR AGENT MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

6. MISCELLANEOUS

(a) Construction. Capitalized terms used herein and not defined herein shall have the meanings specified in the Loan Agreement, unless otherwise defined herein. All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to "Debtor", any "Agent", any "Lender" or any "Secured Party" pursuant to the definitions set forth in the

recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced.

(b) Successors and Assigns. This Agreement shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Agent and Secured Parties and each of their respective successors and permitted assigns.

(c) Partial Invalidity. If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(d) Amendments and Waivers. Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Debtor and Agent. Agent and any of the other Secured Parties shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of their rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Agent (and the other Secured Parties with respect to any waiver of an Event of Default). Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Agent or any of the other Secured Parties of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Agent or such other Secured Party would otherwise have on any future occasion, whether similar in kind or otherwise.

(e) Entire Agreement. This Agreement and the documents executed concurrently herewith contain the entire understanding between Debtor and Agent and supersedes all prior agreements and understandings, if any, relating to the subject matter hereof. Any promises, representations, warranties or guarantees not herein contained and hereinafter made shall have no force and effect unless in writing, signed by Debtor's and Agent's respective officers. Neither this Agreement nor any portion or provisions hereof may be changed, modified, amended, waived, supplemented, discharged, cancelled or terminated orally or by any course of dealing, or in any manner other than by an agreement in writing, signed by the party to be charged. Debtor acknowledges that it has been advised by counsel in connection with the execution of this Agreement and the other Loan Documents and is not relying upon oral representations or statements inconsistent with the terms and provisions of this Agreement.

(f) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Debtor and Agent have executed this Agreement as of the day and year first above written.

SAFWAY SERVICES, LLC

By: 

Name:

Title:

**WACHOVIA BANK, NATIONAL
ASSOCIATION, as Agent**

By: _____

Name:

Title:

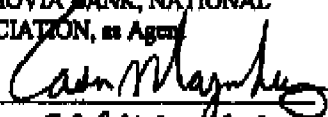
[Signatures Page of Trademark Agreement]

IN WITNESS WHEREOF, Debtor and Agent have executed this Agreement as of the day and year first above written.

SAFWAY SERVICES, LLC

By: _____
Name:
Title:

WACHOVIA BANK, NATIONAL
ASSOCIATION, as Agent

By: 
Name: CASIMIRA MARZKEVICZ
Title: DIRECTOR

[Signature Page to Trademark Agreement]

STATE OF _____)
) ss.:
COUNTY OF _____)

As of this ____ day of December, 2009, before me personally came _____,
to me known, who being duly sworn, did depose and say, that he is the _____ of
SAFWAY SERVICES, LLC, the limited liability company described in and which executed the
foregoing instrument; and that he signed his name thereto by order of the members and/or managers of
said limited liability company.

Notary Public

EXHIBIT B

LICENSES

None

144207H.S

B-1