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
Phoenix Intangibles Holding Company		01/07/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	The Bank of New York Mellon
Street Address:	One Mellon Center
Internal Address:	Room 151-3600
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15258
Entity Type:	state chartered bank: NEW YORK

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	77296142	GIANT EAGLE FUELPERKS! SHOP YOUR WAY TO FUEL SAVINGS
Serial Number:	76596004	GIANT EAGLE FUELPERKS!
Serial Number:	77296844	GIANT EAGLE FUELPERKS! SHOP YOUR WAY TO FUEL SAVINGS
Serial Number:	76596293	GIANT EAGLE FUELPERKS! SHOP YOUR WAY TO FUEL SAVINGS
Serial Number:	77292854	SHOP YOUR WAY TO FUEL SAVINGS
Serial Number:	77565604	VALU KING
Serial Number:	77978235	VALU KING

CH $190.00 77296142

CORRESPONDENCE DATA

Fax Number: (614)227-2100
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 614-227-2000

Email:	ipdocket@porterwright.com
Correspondent Name:	Karen K. Hammond
Address Line 1:	41 South High Street
Address Line 2:	29th Floor
Address Line 4:	Columbus, OHIO 43215

ATTORNEY DOCKET NUMBER:	3998049-159738
NAME OF SUBMITTER:	Karen K. Hammond
Signature:	/karenkhammond/
Date:	01/26/2010

Total Attachments: 5
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SHORT FORM TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of January 7, 2010, by PHOENIX INTANGIBLES HOLDING COMPANY, a Delaware corporation ("*Phoenix*"), each of the entities listed on the signature pages hereof as grantors or that becomes a party hereto pursuant to *Section 7.10 (Additional Grantors)* of the Second Amended and Restated Security Agreement referred to below (together with Phoenix, each a "*Grantor*" and, collectively, the "*Grantors*") in favor of THE BANK OF NEW YORK MELLON, successor in interest to MELLON BANK, N.A. ("*Mellon*"), as collateral agent for the Secured Parties (as defined in the Second Amended and Restated Credit Agreement referred to below) (in such capacity, together with its successors in such capacity, the "*Collateral Agent*").

WITNESSETH:

WHEREAS, pursuant to the Second Amended and Restated Credit Agreement, dated as of November 7, 2005 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Second Amended and Restated Credit Agreement*"), among Giant Eagle, Inc. (the "*Borrower*"), the Lenders and Issuers party thereto, Citicorp USA, Inc., as Administrative Agent for the Lenders and Issuers, and The Bank of New York Mellon, successor in interest to Mellon Bank, N.A., as Collateral Agent for the Lenders and Issuers, the Lenders and the Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors other than the Borrower are party to the Guaranty pursuant to which they have guaranteed the Obligations; and

WHEREAS, all the Grantors are party to a Second Amended and Restated Security Agreement as of November 7, 2005 in favor of the Collateral Agent (the "*Second Amended and Restated Security Agreement*") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuers, the Administrative Agent and the Collateral Agent to enter into the Second Amended and Restated Credit Agreement and to induce the Lenders and the Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Second Amended and Restated Credit Agreement or in the Second Amended and Restated Security Agreement and used herein have the meaning given to them in the Second Amended and Restated Credit Agreement or the Second Amended and Restated Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "*Trademark Collateral*"):

TRADEMARK
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(a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on *Schedule I* hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Section 3. Amended and Restated Security Agreement

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Second Amended and Restated Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Second Amended and Restated Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

Very truly yours,

PHOENIX INTANGIBLES HOLDING COMPANY
as Grantor

By: _____
Name: Kevin Shelton
Title: Vice President

ACKNOWLEDGEMENT OF GRANTOR

STATE OF PENNSYLVANIA)
) ss.
COUNTY OF ALLEGHENY)

On this 1st day of January, 2010, before me personally appeared Kevin Shelton, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Phoenix Intangibles Holding Company, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

_____
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Leyha M. Crawford, Notary Public
O'Hara Twp., Allegheny County
My Commission Expires March 26, 2011
Member, Pennsylvania Association of Notaries

ACCEPTED AND AGREED
as of the date first above written:

THE BANK OF NEW YORK MELLON,
SUCCESSOR IN INTEREST TO MELLON BANK, N.A.,
as Collateral Agent

By: _____
Name: David B. Wirl
Title: Vice President

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Schedule I

TRADEMARKS

Phoenix Intangibles Holding Company

Mark	Country	App. Ser. No.	Reg. No.	Filing Date	Reg. Date	Owner	Status
GIANT EAGLE FUELPERKS! SHOP YOUR WAY TO FUEL SAVINGS *and* DESIGN (logo for coded debit cards; debit card services) Class: 9 and 36	USA	#77/296,142		10/4/2007 (Parent application to child Registration #3,541,678)		Phoenix Intangibles Holding Company	Pending ™
GIANT EAGLE FUELPERKS! and DESIGN (logo for retail supermarket services, retail convenience store services, including fuel; and promoting the goods and services of others by offering discounts on the price of gasoline to purchasers of those goods) Class: 35	USA	#76/596,004	3,043,672		1/17/2006	Phoenix Intangibles Holding Company	Registered®
GIANT EAGLE FUELPERKS! SHOP YOUR WAY TO FUEL SAVINGS *and* DESIGN (logo for retail supermarket services; retail convenience store services featuring fuel; and promoting the goods and services of others by offering discounts on the price of gasoline to purchasers of these goods) Class: 35	USA	#77/296,844	3,715,868		11/24/2009	Phoenix Intangibles Holding Company	Registered®

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RECORDED: 01/26/2010

Mark	Country	App. Ser. No.	Reg. No.	Filing Date	Reg. Date	Owner	Status
GIANT EAGLE FUELPERKS! SHOP YOUR WAY TO FUEL SAVINGS *and* DESIGN (logo for retail supermarket services, retail convenience store services including fuel; promoting the goods and services of others by offering discounts on the price of gasoline to purchasers of those goods) Class: 35	USA	#76/596,293	#3,043,676		1/17/2006	Phoenix Intangibles Holding Company	Registered®
SHOP YOUR WAY TO FUEL SAVINGS (word mark for magnetically coded credit cards in class 9; and credit card services in class 36) Class 9 and 36	USA	#77/292,854		10/1/2007 (Parent Application to child Registration #3,832,344)		Phoenix Intangibles Holding Company	Pending™
VALU KING (word mark for supermarkets; retail convenience store; and retail gasoline supply services) Class: 35	USA	#77/565,604		9/9/2008		Phoenix Intangibles Holding Company	Pending™
VALU KING (word mark for retail grocery stores) Class: 35	USA	#77.978,235		11/20/2009 Divisional application		Phoenix Intangibles Holding Company	Pending™

TRADEMARK
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