

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BI-LO, LLC		05/12/2010	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	General Electric Capital Corporation, as Agent
<b>Street Address:</b>	201 Meritt 7
<b>City:</b>	Norwalk
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06856-5201
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 47**

Property Type	Number	Word Mark
Registration Number:	3341302	
Registration Number:	2853969	A LOWER TOTAL BILL. PLAIN AND SIMPLE.
Registration Number:	1880217	BI-LO
Registration Number:	1888664	BI-LO
Registration Number:	1881026	BI-LO
Registration Number:	1929328	BI-LO
Registration Number:	2471492	BI-LO BOOSTERS
Registration Number:	2281897	BI-LO CENTER
Registration Number:	2282003	BI-LO CENTER
Registration Number:	2282004	BI-LO CENTER
Registration Number:	2283542	BI-LO CENTER
Registration Number:	2283543	BI-LO CENTER
Registration Number:	2283544	BI-LO CENTER
Registration Number:	2283754	BI-LO CENTER

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Registration Number:	2286114	BI-LO CENTER
Registration Number:	2352172	BI-LO CENTER
Registration Number:	2352270	BI-LO CENTER
Registration Number:	2355580	BI-LO CENTER
Registration Number:	2355634	BI-LO CENTER
Registration Number:	2366599	BI-LO CENTER
Registration Number:	2410977	BI-LO CENTER
Registration Number:	2423634	BI-LO CENTER
Registration Number:	2113043	BONUSCARD
Registration Number:	2200184	BONUSCARD
Registration Number:	3162765	BOOSTERSPLUS
Registration Number:	3253289	BOOSTERSPLUS CARING. GIVING. MAKING A DIFFERENCE. BI-LO
Registration Number:	2408652	THE DRUGSTORE AT BI-LO
Registration Number:	2558804	FOOD \$MART
Registration Number:	3018008	GIMME FIVE 5!
Registration Number:	2074813	GOLD STAR MEATS
Registration Number:	2074812	GOLD STAR MEATS
Registration Number:	1529949	HARVEST CHOICE
Registration Number:	2398127	IT'S THE RIGHT PRESCRIPTION
Registration Number:	3078847	PLUS 1 AND DONE
Registration Number:	3078848	PLUS 1 AND DONE
Registration Number:	2232549	SOUTHERN HOME
Registration Number:	2383950	SOUTHERN HOME
Registration Number:	1661254	THE NAME FITS
Registration Number:	1886248	WALTER'S
Registration Number:	1886247	WALTER'S
Registration Number:	2355276	WALTER'S WAY
Registration Number:	2491887	WALTER'S WAY
Registration Number:	3037028	WEE TALK
Registration Number:	3513555	BECAUSE IT MATTERS TO YOU
Registration Number:	3506198	SUPER BI-LO
Registration Number:	3369108	SUPER BI-LO
Serial Number:	77806972	SIMPLE AS THAT

CORRESPONDENCE DATA

**TRADEMARK**  
**REEL: 004204 FRAME: 0740**

Fax Number: (312)993-9767  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 312-993-2698  
Email: magdalini.rizakos@lw.com  
Correspondent Name: Magdalini Rizakos c/o Latham & Watkins  
Address Line 1: 233 South Wacker Drive, Suite 5800  
Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Magdalini Rizakos
Signature:	/mr/
Date:	05/12/2010

Total Attachments: 10  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 12, 2010, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of May 12, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and 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 L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to 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"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

1. all renewals and extensions of the foregoing;
2. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
3. all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

BI-LO, LLC  
as Grantor

By: 

Brian Carney,  
Executive Vice President – Finance  
and Chief Financial Officer

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Agent

By: 

Name: Mark J. Forti

Title: Duly Authorized Signatory






[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004204 FRAME: 0745**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT




Trademark Registrations




1. REGISTERED TRADEMARKS


<u>Owner</u>	<u>Trademark Title</u>	<u>Registration Date</u>	<u>Registration No.</u>
BI-LO, LLC		November 20, 2007	3341302
BI-LO, LLC	A LOWER TOTAL BILL. PLAIN AND SIMPLE	June 15, 2004	2853969
BI-LO, LLC	BI-LO	February 21, 1995	1880217
BI-LO, LLC	BI-LO	April 11, 1995	1888664
BI-LO, LLC		February 28, 1995	1881026
BI-LO, LLC		October 24, 1995	1929328
BI-LO, LLC	BI-LO BOOSTERS	July 24, 2001	2471492
BI-LO, LLC	BI-LO CENTER	September 28, 1999	2281897
BI-LO, LLC		September 28, 1999	2282003
BI-LO, LLC		September 28, 1999	2282004
BI-LO, LLC	BI-LO CENTER	October 5, 1999	2283542



<u>Owner</u>	<u>Trademark Title</u>	<u>Registration Date</u>	<u>Registration No.</u>
BI-LO, LLC	BI-LO CENTER	October 5, 1999	2283543
BI-LO, LLC	BI-LO CENTER	October 5, 1999	2283544
BI-LO, LLC	BI-LO CENTER	October 5, 1999	2283754
BI-LO, LLC	BI-LO CENTER	October 12, 1999	2286114
BI-LO, LLC	BI-LO CENTER	May 23, 2000	2352172
BI-LO, LLC	BI-LO CENTER	May 23, 2000	2352270
BI-LO, LLC	BI-LO CENTER	June 6, 2000	2355580
BI-LO, LLC	BI-LO CENTER	June 6, 2000	2355634
BI-LO, LLC	BI-LO CENTER	July 11, 2000	2366599
BI-LO, LLC	BI-LO CENTER	December 5, 2000	2410977
BI-LO, LLC	BI-LO CENTER	January 23, 2001	2423634
BI-LO, LLC	BONUSCARD	November 11, 1997	2113043
BI-LO, LLC	BONUSCARD	October 27, 1998	2200184
BI-LO, LLC	BOOSTERSPLUS	October 24, 2006	3162765

<u>Owner</u>	<u>Trademark Title</u>	<u>Registration Date</u>	<u>Registration No.</u>
BI-LO, LLC	BOOSTERSPLUS CARING. GIVING. MAKING A DIFFERENCE. BI-LO and Design	June 19, 2007	3253289
			
BI-LO, LLC	DRUGSTORE AT BI-LO, THE	November 28, 2000	2408652
BI-LO, LLC	FOOD \$MART	April 9, 2002	2558804
BI-LO, LLC	GIMME FIVE! and Design	November 22, 2005	3018008
			
BI-LO, LLC	GOLD STAR MEATS	July 1, 1997	2074813
BI-LO, LLC	GOLD STAR MEATS and Design	July 1, 1997	2074812
			
BI-LO, LLC	HARVEST CHOICE	March 14, 1989	1529949
BI-LO, LLC	IT'S THE RIGHT PRESCRIPTION	October 24, 2000	2398127

<u>Owner</u>	<u>Trademark Title</u>	<u>Registration Date</u>	<u>Registration No.</u>
BI-LO, LLC	PLUS 1 AND DONE and Design	April 11, 2006	3078847
			
BI-LO, LLC	PLUS 1 AND DONE	April 11, 2006	3078848
BI-LO, LLC	SOUTHERN HOME	March 16, 1999	2232549
BI-LO, LLC	SOUTHERN HOME	September 5, 2000	2383950
BI-LO, LLC	THE NAME FITS	October 15, 1991	1661254
BI-LO, LLC	WALTER'S	March 28, 1995	1886248
BI-LO, LLC	WALTER'S (Stylized)	March 28, 1995	1886247
			
BI-LO, LLC	WALTER'S WAY	June 6, 2000	2355276
BI-LO, LLC	WALTER'S WAY and Design	September 25, 2001	2491887
			
BI-LO, LLC	WEE TALK	January 3, 2006	3037028
BI-LO, LLC	BECAUSE IT MATTERS TO YOU	October 7, 2008	3513555

<u>Owner</u>	<u>Trademark Title</u>	<u>Registration Date</u>	<u>Registration No.</u>
BI-LO, LLC	SUPER BI-LO and Design	September 23, 2008	3506198
			
BI-LO, LLC	SUPER BI-LO	January 15, 2008	3369108

2. TRADEMARK APPLICATIONS

<u>Owner</u>	<u>Trademark Title</u>	<u>Registration Date</u>	<u>Registration No.</u>
BI-LO, LLC	<u>SIMPLE AS THAT</u>	Pending	(77-806972)

3. IP LICENSES

<u>Licensor</u>	<u>Licensee</u>	<u>Description of Agreement</u>	<u>Description of IP Licensed</u>
BI-LO, LLC	Ahold IP, Inc.	Perpetual Licensing Agreement by and between BI-LO Brands, Inc. and Ahold IP, Inc., dated January 29, 2005 (assigned to BI-LO, LLC), as amended by letter dated August 28, 2007	Certain trademarks owned by Licensor or Licensor's Affiliates.

<u>Licensor</u>	<u>Licensee</u>	<u>Description of Agreement</u>	<u>Description of IP Licensed</u>
Ahold IP, Inc.	BI-LO, LLC	Perpetual Licensing Agreement by and between Ahold IP, Inc. and BI-LO Brands, Inc., dated January 29, 2005 (assigned to BI-LO, LLC), as amended by letter dated September 25, 2008	Certain trademarks owned by Licensor or Licensor's Affiliates.
Ahold Licensing SA	BI-LO, LLC	Perpetual Licensing Agreement by and between Ahold Licensing SA and BI-LO, LLC, dated January 29, 2008, as amended by letter dated September 25, 2008	Certain trademarks owned by Licensor or Licensor's Affiliates.
Topco Holdings, Inc.	BI-LO, LLC	Bylaws of Topco Holdings, Inc., as amended March 8, 2007	Certain trademarks owned by Licensor or Licensor's Affiliates.