

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Associated Wholesalers, Inc.		06/30/2010	CORPORATION: PENNSYLVANIA
White Rose, Inc.		06/30/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Agent
Street Address:	135 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	UNINC. ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 44

Property Type	Number	Word Mark
Registration Number:	3619124	SAVESMART DISCOUNT FOODS
Registration Number:	0553966	OLE BARREL BRAND
Serial Number:	85054823	EAT RIGHT FOR LIFE
Serial Number:	77698916	AROMA AVENUE BAKE SHOPPE
Registration Number:	2854147	BRIGHTON FALLS
Registration Number:	2794012	WHITE ROSE
Registration Number:	3121141	DOLLAR \$SMART
Registration Number:	3042205	DOLLAR \$SMART
Registration Number:	2931342	DOLLAR \$SMART
Registration Number:	2878523	NORTHEAST HISPANIC EXPO
Registration Number:	2817677	FOOD VILLAGE
Registration Number:	2118078	WHITE ROSE
Registration Number:	2062160	ROSENET

CH \$1115.00 3619124

Registration Number:	1907515	WHITE ROSE
Registration Number:	1861929	WHITE ROSE
Registration Number:	1862470	WHITE ROSE
Registration Number:	1844618	WHITE ROSE
Registration Number:	1858988	PIONEER
Registration Number:	1893774	FOOD CART
Registration Number:	1748553	WHITE ROSE
Registration Number:	1708101	WHITE ROSE
Registration Number:	1694310	WHITE ROSE
Registration Number:	1682633	WHITE ROSE
Registration Number:	1741357	WHITE ROSE
Registration Number:	1869165	WHITE ROSE
Registration Number:	1740801	WHITE ROSE
Registration Number:	1518171	WHITE ROSE
Registration Number:	1593190	SNOW KIST
Registration Number:	1027590	MET FOOD STORES
Registration Number:	0418229	WHITE ROSE
Registration Number:	0549127	WHITE ROSE
Registration Number:	0332079	WHITE ROSE
Registration Number:	0228346	WHITE ROSE
Registration Number:	0223068	WHITE ROSE
Registration Number:	0221648	WHITE ROSE
Registration Number:	0223290	WHITE ROSE
Registration Number:	0223881	WHITE ROSE
Registration Number:	0223069	WHITE ROSE
Registration Number:	0222312	WHITE ROSE
Registration Number:	0224227	WHITE ROSE
Registration Number:	0091039	WHITE ROSE
Registration Number:	0041762	WHITE ROSE
Registration Number:	0023089	SEEMAN BROS. FAMOUS WHITE ROSE PEARS
Serial Number:	85060271	BALANCE LIVES EAT FOR HEALTH, LIVE YOUR LIFE!

CORRESPONDENCE DATA

Fax Number: (312)782-8585

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

TRADEMARK
REEL: 004235 FRAME: 0179

Phone: 312-782-3939
Email: druckle@jonesday.com
Correspondent Name: Danielle Ruckle
Address Line 1: 77 W Wacker Drive
Address Line 2: Suite 3500
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 739326-635003

NAME OF SUBMITTER: Danielle Ruckle

Signature: /s/ Danielle Ruckle

Date: 07/01/2010

Total Attachments: 8

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of June 30, 2010, by ASSOCIATED WHOLESALERS, INC., a Pennsylvania corporation (the "Parent"), NELL'S, INC., a Pennsylvania corporation ("Nell's"), ASSOCIATED LOGISTICS, INC., a Pennsylvania corporation ("Logistics"), WHITE ROSE INC., a Delaware corporation (formerly known as Di Giorgio Corporation) ("White Rose"), AWI DELAWARE, INC., a Delaware corporation ("AWI Delaware"), CO-OP AGENCY, INC., a Pennsylvania corporation ("Co-Op"), and ROSE TRUCKING CORP., a New Jersey corporation ("Rose Trucking" and, together with the Parent, Nell's, Logistics, White Rose, AWI Delaware and Co-Op, the "Grantors"), in favor of BANK OF AMERICA, N.A., as successor by merger to LASALLE BUSINESS CREDIT, LLC, as Agent (in such capacity, the "Agent") for the Lenders, BANC OF AMERICA SECURITIES LLC, as sole lead arranger and joint book runner, WELLS FARGO CAPITAL FINANCE, as joint book runner and syndication agent, and RBS BUSINESS CAPITAL, as documentation agent.

RECITALS

A. The Grantors have entered into a Third Amendment and Restatement Agreement with the financial institutions that are or may from time to time become parties thereto and the Agent, pursuant to which the Amended and Restated Credit Agreement dated as of June 15, 2006 is amended and restated in its entirety by the Second Amended and Restated Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") (capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement), pursuant to which the Lenders have agreed to make loans to the Grantors.

B. The Grantors have entered into a Second Amended and Restated License and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") with the Agent pursuant to which certain obligations owed to the Lenders are secured.

C. Pursuant to the Security Agreement, the Grantors are required to execute and deliver this Agreement to the Agent, for the benefit of the Lenders.

D. Pursuant to the terms of the Security Agreement, Grantors have granted to the Agent, for the benefit of the Lenders, a security interest in substantially all the assets of the Grantors, including all right, title and interest of the Grantors in, to and under all now owned and hereafter acquired trademarks, trademark applications and certain trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantors under the Credit Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantors do hereby grant to the Agent, for the benefit of the Lenders, a continuing security interest in all of Grantors' right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto (but not including any licenses or other rights of the Parent or AWI Delaware to use the “SHURFINE,” “SHUR FINE” or “SHURSAVE” trademarks or White Rose’s to use the “THRIFTWAY” and “SHOP N BAG” trademarks), together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantors against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the “Trademark Collateral”).

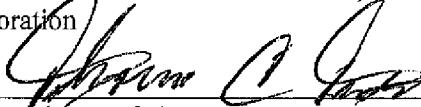
This security interest is granted in conjunction with the security interests granted to the Agent pursuant to the Security Agreement and is in all respects subject to the limitations set forth therein including without limitation the definition of “Collateral” set forth in the Security Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in and are subject in all respects to the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Agreement shall be construed in accordance with and governed by the internal laws of the State of New York.

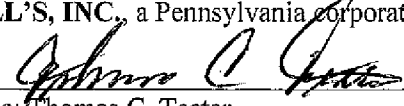
[Signature Page Follows]

The Grantors have caused this Amended and Restated Trademark Security Agreement to be duly executed by its respective duly authorized officer thereunto as of the date first set forth above.

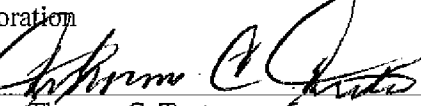
ASSOCIATED WHOLESALERS, INC., a Pennsylvania corporation

By: 
Name: Thomas C. Teeter
Title: Secretary


NELL'S, INC., a Pennsylvania corporation

By: 
Name: Thomas C. Teeter
Title: Secretary


ASSOCIATED LOGISTICS, INC., a Pennsylvania corporation

By: 
Name: Thomas C. Teeter
Title: Secretary

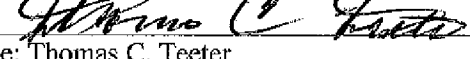
AWI DELAWARE, INC., a Delaware corporation

By: 
Name: Thomas C. Teeter
Title: Secretary and Treasurer

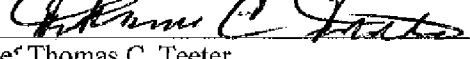
WHITE ROSE INC., a Delaware corporation

By: 
Name: Thomas C. Teeter
Title: Secretary

CO-OP AGENCY, INC., a Pennsylvania corporation

By: 
Name: Thomas C. Teeter
Title: Secretary

ROSE TRUCKING CORP., a New Jersey corporation

By: 
Name: Thomas C. Teeter
Title: Secretary

TRADEMARK SECURITY AGREEMENT

CHI-1757307

TRADEMARK
REEL: 004235 FRAME: 0183

Commonwealth of Pennsylvania
STATE OF _____)
COUNTY OF Dauphin) SS

On this 30th day of June, 2010, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of each of the Grantors identified in and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing board of said entities.

Judith L. Krape
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Judith L. Krape, Notary Public
City Of Harrisburg, Dauphin County
My Commission Expires Oct. 14, 2011
Member, Pennsylvania Association of Notaries

TRADEMARK SECURITY AGREEMENT

CHI-1757307

TRADEMARK
REEL: 004235 FRAME: 0184

Acknowledged:

BANK OF AMERICA, N.A.,
as Agent

By: 

Name: William DiCicco

Title: Assistant Vice President

TRADEMARK SECURITY AGREEMENT

CHI-1757307

TRADEMARK
REEL: 004235 FRAME: 0185

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademarks and Trademark Applications

Grantor	Country	Trademark	Trademark Application/Registration Number
Associated Wholesalers, Inc.	USA	SAVESMART DISCOUNT FOODS	3,619,124
Associated Wholesalers, Inc.	USA	OLE BARREL BRAND	0,553,966
Associated Wholesalers, Inc.	USA	EAT RIGHT FOR LIFE	85054823
Associated Wholesalers, Inc.	USA	AROMA AVENUE BAKE SHOPPE	77698916
White Rose Inc.	USA	BRIGHTON FALLS	2,854,147
White Rose Inc.	USA	WHITE ROSE	2,794,012
White Rose Inc.	USA	DOLLAR \$MART	3,121,141
White Rose Inc.	USA	DOLLAR \$MART	3,042,205
White Rose Inc.	USA	DOLLAR \$MART	2,931,342
White Rose Inc.	USA	NORTHEAST HISPANIC EXPO	2,878,523
White Rose Inc.	USA	FOOD VILLAGE	2,817,677
White Rose Inc.	USA	WHITE ROSE	2,118,078
White Rose Inc.	USA	ROSENET	2,062,160
White Rose Inc.	USA	WHITE ROSE	1,907,515
White Rose Inc.	USA	WHITE ROSE	1,861,929

TRADEMARK SECURITY AGREEMENT

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TRADEMARK
REEL: 004235 FRAME: 0186

Grantor	Country	Trademark	Trademark Application/Registration Number
White Rose Inc.	USA	WHITE ROSE	1,862,470
White Rose Inc.	USA	WHITE ROSE	1,844,618
White Rose Inc.	USA	PIONEER	1,858,988
White Rose Inc.	USA	FOOD CART	1,893,774
White Rose Inc.	USA	WHITE ROSE	1,748,553
White Rose Inc.	USA	WHITE ROSE	1,708,101
White Rose Inc.	USA	WHITE ROSE	1,694,310
White Rose Inc.	USA	WHITE ROSE	1,682,633
White Rose Inc.	USA	WHITE ROSE	1,741,357
White Rose Inc.	USA	WHITE ROSE	1,869,165
White Rose Inc.	USA	WHITE ROSE	1,740,801
White Rose Inc.	USA	WHITE ROSE	1,518,171
White Rose Inc.	USA	SNOW KIST	1,593,190
White Rose Inc.	USA	MET FOOD STORES	1,027,590
White Rose Inc.	USA	WHITE ROSE	0,418,229
White Rose Inc.	USA	WHITE ROSE	0,549,127
White Rose Inc.	USA	WHITE ROSE	0,332,079
White Rose Inc.	USA	WHITE ROSE	0,228,346
White Rose Inc.	USA	WHITE ROSE	0,223,068
White Rose Inc.	USA	WHITE ROSE	0,221,648
White Rose Inc.	USA	WHITE ROSE	0,223,290

TRADEMARK SECURITY AGREEMENT

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TRADEMARK
REEL: 004235 FRAME: 0187

Grantor	Country	Trademark	Trademark Application/Registration Number
White Rose Inc.	USA	WHITE ROSE	0,223,881
White Rose Inc.	USA	WHITE ROSE	0,223,069
White Rose Inc.	USA	WHITE ROSE	0,222,312
White Rose Inc.	USA	WHITE ROSE	0,224,227
White Rose Inc.	USA	WHITE ROSE	0,091,039
White Rose Inc.	USA	WHITE ROSE	0,041,762
White Rose Inc.	USA	SEEMAN BROS. FAMOUS WHITE PEARS	0,023,089
White Rose Inc.	USA	BALANCE LIVES EAT FOR HEALTH, LIVE YOUR LIFE!	85060271

TRADEMARK SECURITY AGREEMENT

CHI-1757307

RECORDED: 07/01/2010

**TRADEMARK
REEL: 004235 FRAME: 0188**