

08-03-2010



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OMB Collection 0651-0027 (exp. 8/30/2009)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

5/13/10

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):

The Bank of New York Mellon

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other Bank
- Association
- Limited Partnership

Citizenship (see guidelines): USA

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: Bi-Lo, LLC

Internal

Address: \_\_\_\_\_

Street Address: 208 BI-LO Boulevard

City: Greenville

State: South Carolina

Country: USA Zip: 29607

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_

Other LLC Citizenship DE

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 / Execution Date(s) :

Execution Date(s) 05/12/2010

- Assignment
- Security Agreement
- Other Interest in Trademark Rights
- 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 Schedule 1 Attached Hereto

B. Trademark Registration No.(s)  
See Schedule 1 Attached Hereto

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: Elopath Callahan

Internal Address: National Corporate Research

Street Address: 1100 G Street NW, Suite 420

City: Washington

State: DC Zip: 20005

Phone Number: 202-370-4761

Fax Number: 800-494-7512

Email Address: ecallahan@nationalcorp.com

6. Total number of applications and registrations involved:

56

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

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

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature:

[Signature]  
Signature

05/12/2010

Date






[Name]  
Name of Person Signing


Total number of pages including cover sheet, attachments, and document: 10





Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1460



## SCHEDULE A




## U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Registration or Serial Number</u>
	78/696,304
BOOSTERSPLUS CARING. GIVING. MAKING A DIFFERENCE. BI-LO and Design 	78/828,353
A DELICIOUS EXPERIENCE	2,196,594
A DELICIOUS EXPERIENCE	2,216,708
A LOWER TOTAL BILL. PLAIN AND SIMPLE	2,853,969
BABY BONUS CLUB	2,487,222
BABY BONUS CLUB	2,499,995
BI-LO	1,888,664
BI-LO	1,880,217
	1,881,026
	1,929,328
BI-LO BABY BULL BUDDIES	2,110,820
BI-LO and BABY BULL Design 	2,123,620
THE BI-LO BABY BULL BUDDIES and	2,112,406

<u>Trademark</u>	<u>Registration or Serial Number</u>
Design 	
BI-LO BOOSTERS	2,471,492
BI-LO BUILDING BLOCKS	2,507,114
BI-LO CENTER	2,282,004
BI-LO CENTER	2,352,270
BI-LO CENTER	2,355,634
BI-LO CENTER	2,283,754
BI-LO CENTER	2,428,656
BI-LO CENTER	2,423,634
BI-LO CENTER	2,430,190
BI-LO CENTER	2,286,114
BI-LO CENTER	2,282,003
BI-LO CENTER	2,423,633
BI-LO CENTER	2,410,977
BI-LO CENTER	2,428,655
BI-LO CENTER	2,355,580

<u>Trademark</u>	<u>Registration or Serial Number</u>
BI-LO CENTER	2,366,599
BI-LO CENTER	2,283,544
BI-LO CENTER	2,283,543
BI-LO CENTER	2,283,542
BI-LO CENTER	2,352,172
BI-LO CENTER	2,281,897
BONUSCARD	2,200,184
BONUSCARD	2,113,043
BOOSTERSPLUS	3,162,765
FOOD SMART PANTRY OUTLET STORE and Design 	2,558,806
FOOD SMART	2,558,804
FOOD SMART PANTRY OUTLET STORE	2,558,805
GIMME FIVE! and Design 	3,018,008
GOLD STAR MEATS and Design 	2,074,812
GOLD STAR MEATS	2,074,813
GUARANTEED FRESH OR I'LL DOUBLE YOUR MONEY BACK and Design 	2,493,064

<u>Trademark</u>	<u>Registration or Serial Number</u>
GUARANTEED FRESH OR I'LL DOUBLE YOUR MONEY BACK and Design 	2,535,211
HARVEST CHOICE	1,529,949
HARVEST CHOICE	2,448,346
HARVEST CHOICE	2,167,798
IT'S THE RIGHT PRESCRIPTION	2,398,127
PLUS 1 AND DONE and Design 	3,078,847
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QUALITY DOESN'T HAVE TO BE EXPENSIVE	2,725,241
SOUTHERN HEARTH	2,216,656
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SOUTHERN HOME	2,232,549
SOUTHERN HOME	2,383,950
SPIRAL REWARDS	2,459,243
THE DRUGSTORE AT BI-LO	2,408,652
THE NAME FITS	1,661,254

<u>Trademark</u>	<u>Registration or Serial Number</u>
V V-I-N-C-E-S and Design 	1,498,129
WALTER'S (Stylized) 	1,886,247
WALTER'S	1,886,248
WALTER'S WAY and Design 	2,491,887
WALTER'S WAY	2,355,276
WEE TALK	3,037,028

## State Trademark Registrations

State	Trademark	Registration No.
North Carolina	SERVICE PHARMACY	17254

## Domain Name Registrations

Domain Name
southernhomefoods.com
Bi-lo.com
Bi-lo.org
Bi-locharityclassic.com
Bi-loholding.com
Bi-loholdings.com
Bi-lolc.com
Bi-lolc.biz
Bi-lolc.info
Bi-lolc.net
Bi-lolc.org
Bi-lolc.tv
Bi-lounion.com
Bi-lounion.net
Bi-lounion.org
Bi-loworkersunite.net
Bi-loworkersunite.org
Bilounion.com
Bilounion.net
Bilounion.org
Biloworkersunite.com
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## Trademark Licenses

- Transitional Licensing Agreement By and Between BI-LO Brands, Inc., as licensor, and Ahold IP, Inc., as licensee, made as of January 29, 2005, as amended on August 30, 2006, as assigned to BI-LO, LLC, as licensor
- Perpetual Licensing Agreement By and Between BI-LO Brands, Inc., as licensor, and Ahold IP, Inc., as licensee, made as of January 29, 2005, as assigned to BI-LO, LLC, as licensor
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- Transitional Licensing Agreement By and Between Ahold Retail Services AG, now known as Ahold Licensing SA, as licensor, and BI-LO Brands, Inc., as licensee, and made as of January 29, 2005, as assigned to BI-LO, LLC, as licensee
- Transitional Licensing Agreement By and Between Koninklijke Ahold N.V., as licensor, and BI-LO Brands, Inc., as licensee, and made as of January 29, 2005, as assigned by Koninklijke Ahold N.V. to Ahold Licensing SA., as assigned to BI-LO, LLC, as licensee
- Transitional Licensing Agreement By and Between Bruno's Supermarket, LLC, as licensor, and BI-LO, LLC, as licensee, made as of March 25, 2007
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**Release of Lien on Grant of Security Interest in Trademark Rights**

**WHEREAS**, by then certain Assignment of Security Interest in Trademark Rights dated as of March 16, 2009 (the "Agreement") among Bi-Lo, LLC ("Bi-Lo"), MERRILL LYNCH CAPITAL CORPORATION, as assigning collateral agent ("Merrill"), and THE BANK OF NEW YORK MELLON, as successor collateral agent ("Assignee"), which Agreement was recorded with the United States Patent and Trademark Office of March 18, 2009 on Reel 3954, Fiche 0735, Merrill transferred to Assignee a security interest in and lien on those trademarks and trademark applications set forth on Schedule A hereto; and

**WHEREAS**, Assignee desires to release its security interest in and lien on the trademarks and trademark applications set forth on Schedule A hereto.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignee does hereby release its security interest in and lien on the trademarks and trademark applications set forth on Schedule A hereto and assigns to Bi-Lo, without recourse, representation or warranty, all right, title and interest of Assignee in, to and under such trademarks and trademark applications.

Dated: May \_\_, 2010

THE BANK OF NEW YORK MELLON,  
as successor Collateral Agent

By: 






Name:


Title:





**Russell J Tuman  
Vice President**



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Bi-lolc.biz
Bi-lolc.info
Bi-lolc.net
Bi-lolc.org
Bi-lolc.tv
Bi-lounion.com
Bi-lounion.net
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