

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation		02/03/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	BI-LO, LLC
Street Address:	211 BI-LO Boulevard
City:	Greenville
State/Country:	SOUTH CAROLINA
Postal Code:	29607
Entity Type:	LIMITED LIABILITY COMPANY: 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

TRADEMARK

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REEL: 004468 FRAME: 0099

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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: 004468 FRAME: 0100

Fax Number: (212)310-8007
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212.310.8000
Email: vindra.richter@weil.com, suzanne.inglis@weil.com
Correspondent Name: Vindra Richter/si
Address Line 1: Weil, Gotshal & Manges LLP
Address Line 2: 767 Fifth Avenue
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	35899.0495.VKW
NAME OF SUBMITTER:	Vindra Richter
Signature:	/Vindra Richter/
Date:	02/04/2011

Total Attachments: 8
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**RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this "**Release**"), dated as of February 3, 2011, is made by **GENERAL ELECTRIC CAPITAL CORPORATION**, as administrative agent (collectively, the "**Agent**"), under the Credit Agreement referred to below (terms used in this Release and not herein defined shall have the meanings set forth in the Credit Agreement).

WHEREAS, BI-LO, LLC, a Delaware limited liability company (the "**Grantor**") and Agent entered into that certain Credit Agreement, dated as of May 12, 2010 (the "**Credit Agreement**"), among the Borrowers, the Guarantors, the Agent and the various financial institutions party thereto as lenders thereunder (each individually a "**Lender**," and collectively, the "**Lenders**"), pursuant to which Credit Agreement the Lenders made credit extensions to the Borrowers;

WHEREAS, in connection with the Credit Agreement, and pursuant to those certain agreements listed on the Annex I attached hereto (collectively, the "**Security Agreements**"), Grantor granted security interests in certain intellectual property owned by the Grantor listed on Annex I attached hereto (collectively, the "**Trademark Collateral**"); and

WHEREAS, the Security Agreements were recorded in the U.S. Patent and Trademark Office (the "**USPTO**") on the dates and on the reels and frames set forth on Annex I hereto;

NOW THEREFORE, the Agent hereby terminates, releases, and discharges without representation, recourse or warranty whatsoever, all of its lien on, and security interest in and to, all of the right, title and interest to and under the Trademark Collateral, including but not limited to the intellectual property listed on Annex I, whether granted pursuant to the Security Agreements or any other agreement or document delivered in connection with the Credit Agreement, and the Agent hereby reassigns any and all such right, title and interest (if any) that the Agent may have in the Trademark Collateral to the Grantor.

Agent hereby authorizes Grantor or Grantor's authorized representative to (i) record this Release with the USPTO, (ii) file UCC Financing Statement Amendments with the applicable filing office in order to memorialize the release of any security interest of Agent in the Trademark Collateral, and/or (iii) otherwise record or file this Release in the applicable governmental office or agency.

Agent further agrees to execute and deliver to Grantor any and all further documents and instruments, and do any and all further acts which Grantor (or its agents or designees) reasonably request (at Grantor's sole cost and expense) in order to confirm this Release and Grantor's right, title, and interest in or to the Trademark Collateral.

IN WITNESS WHEREOF, the Agent has executed this Release as of the date first above written.

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 

Name: Mark S. Fort





Title: Duly Authorized Signatory

[Signature Page to Release of Security Interest in Trademarks]

TRADEMARK
REEL: 004468 FRAME: 0103

The Trademark Security Agreement, dated as of May 12, 2010, by Bi-Lo, LLC in favor of General Electric Capital Corporation, as Administrative Agent, was recorded with the U.S. Patent and Trademark Office on May 12, 2010 at Reel/Frame No. 004204/0739.



1. Owned Registered Marks and Applications:

U.S. Trademark Registrations and Applications			
<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

U.S. Trademark Registrations and Applications

<u>Owner</u>	<u>Trademark Title</u>	<u>Registration Date</u>	<u>Registration No.</u>
BI-LO, LLC	BI-LO CENTER	September 28, 1999	2282004
BI-LO, LLC	BI-LO CENTER	October 5, 1999	2283542
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

U.S. Trademark Registrations and Applications

<u>Owner</u>	<u>Trademark Title</u>	<u>Registration Date</u>	<u>Registration No.</u>
BI-LO, LLC	BONUSCARD	November 11, 1997	2113043
BI-LO, LLC	BONUSCARD	October 27, 1998	2200184
BI-LO, LLC	BOOSTERSPLUS	October 24, 2006	3162765
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

U.S. Trademark Registrations and Applications

<u>Owner</u>	<u>Trademark Title</u>	<u>Registration Date</u>	<u>Registration No.</u>
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
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

U.S. Trademark Registrations and Applications

<u>Owner</u>	<u>Trademark Title</u>	<u>Registration Date</u>	<u>Registration No.</u>
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
BI-LO, LLC	SUPER BI-LO and Design 	September 23, 2008	3506198
BI-LO, LLC	SUPER BI-LO	January 15, 2008	3369108
BI-LO, LLC	SIMPLE AS THAT	Pending	77-806972

2. Licensed Registered Marks:

<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.
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.