

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GREENBAX ENTERPRISES, INC.		02/17/2011	CORPORATION: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	CRYSTAL FINANCIAL LLC, as administrative agent and collateral agent		
Street Address:	Two International Place, 17th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3378198	FEEDS YOUR LIFE	
Registration Number:	3355322	PIG PERKS	
Registration Number:	3098679	NEWTON FARMS	
Registration Number:	2328346	GREENBAX	
Registration Number:	1857439	PRICE WISE	
Registration Number:	1818730	PRIçE WISÈ	
Registration Number:	1921436	PRICE WISE	
Serial Number:	85019558	PIG SWIG	
Serial Number:	77544785	PRICE WISE FOODS	
CORRESPONDENCE DATA			
Fax Number:	(202)739-3001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202.739.5950		
Email:	ateixeira@morganlewis.com		

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900184930

TRADEMARK
REEL: 004486 FRAME: 0394

Correspondent Name: Antonio Cesar Teixeira
Address Line 1: 1111 Pennsylvania Avenue, NW
Address Line 2: Attention: TMSU
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	102508-0016
NAME OF SUBMITTER:	Antonio Cesar Teixeira
Signature:	/Antonio C. Teixeira/
Date:	02/24/2011

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 17, 2011, is made by GREENBAX ENTERPRISES, INC. ("Grantor"), in favor of CRYSTAL FINANCIAL LLC ("Crystal"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Security Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among Grantor, Piggly Wiggly Holdings LLC ("Administrative Borrower"), certain subsidiaries of the Grantor party thereto (together with Grantor and the Administrative Borrower, collectively, the "Borrowers"), the financial institutions party thereto (collectively, the "Lenders") and Agent, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to that certain Guarantee and Collateral Agreement, dated as of even date herewith, executed by Grantor in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), Grantor is required to execute and deliver this Trademark Security Agreement in connection with the intellectual property owned by Grantor.

NOW, THEREFORE, in consideration of the agreements and premises set forth in the Credit Agreement, the Security Agreement and this Trademark Security Agreement, Grantor hereby agrees with Agent as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, 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 continuing first priority security interest in and lien on, all of its right, title and interest in, to and under the following Collateral of such Grantor (collectively, the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

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

(d) all income, royalties and proceeds 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. Security Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interest granted to Agent, on behalf of the Secured Parties, pursuant to the Security Agreement, and 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, 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.

Grantor:

GREENBAX ENTERPRISES, INC.

By: W.A. Edenfield, Jr.
Name: William A. Edenfield, Jr.
Title: Executive Vice President & Secretary

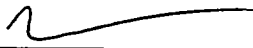
ACKNOWLEDGMENT OF GRANTOR

State of South Carolina)

County of Charleston)

ss.

On this 16th day of February, 2011 before me personally appeared William A. Gentry, Sr., proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Greenbax Enterprises, Inc., 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.

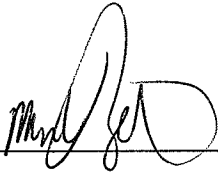


Notary Public

ACCEPTED AND AGREED
as of the date first above written:

CRYSTAL FINANCIAL LLC, as Administrative Agent
and Collateral Agent

By: _____
Name: _____
Title: **Michael L. Pizette**
Senior Managing Director



SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Registration No.	Registration Date
FEEDS YOUR LIFE	3378198	2/5/08
PIG PERKS	3355322	12/18/07
NEWTON FARMS	3098679	5/30/06
GREENBAX and Design	2328346	3/14/00
PRICE WISE and Design	1857439	10/11/94
PRICE WISE and Design	1818730	2/1/94
PRICE WISE and Design	1921436	9/26/95

2. TRADEMARK APPLICATIONS

Description	Application No.	Filing Date
PIG SWIG	85019558	4/21/10
PRICE WISE FOODS	77544785	8/12/08