

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Haggen, Inc.		03/11/2011	CORPORATION: WASHINGTON
Haggen Acquisition LLC		03/11/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Harris N.A., as Agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2262455	C.A.R.D.	
Registration Number:	2290878	C.A.R.D.	
Registration Number:	3519493	HAGGEN SINCE 1933	
Registration Number:	3442890	HAGGEN. WHERE YOUR BEST MEALS BEGIN	
Registration Number:	2478119	HAGGEN	
Registration Number:	3328565	NORTHWEST TABLE	
Registration Number:	3519492	QUALITY IN THE BAG. SAVINGS IN THE BILL.	
CORRESPONDENCE DATA			
Fax Number:	(312)609-5005		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(312) 609-7838		
Email:	podonoghue@vedderprice.com		
Correspondent Name:	Patricia O'Donoghue, Vedder Price P.C.		

CH \$190.00 2262455

900186241

TRADEMARK
REEL: 004497 FRAME: 0456

Address Line 1: 222 North LaSalle Street
Address Line 2: Suite 2500
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	40870.00.0021-H.POITRAS
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NAME OF SUBMITTER:	Patricia O'Donoghue
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Signature:	/Patricia O'Donoghue/
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Date:	03/14/2011
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Total Attachments: 12

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**Annex 2 to
Guarantee and Collateral Agreement**

THIS GRANT OF SECURITY INTEREST IN COPYRIGHT, PATENTS AND TRADEMARK RIGHTS (this “**Agreement**”), dated as of March 11, 2011 is made by **HAGGEN, INC.** (“**Company**”), a Washington corporation, with offices at 2211 Rimland, Bellingham, Washington 98226 and **HAGGEN ACQUISITION LLC** (“**Haggen LLC**”), a Delaware limited liability company with offices at c/o Comvest Investment, 525 Okechobee Boulevard, Suite 1050, West Palm Beach, FL 33401, (Company and Haggen LLC, collectively, the “**Grantors**”) in favor of **HARRIS N.A.**, with offices at 111 West Monroe Street, Chicago, Illinois 60603, as Agent (in such capacity, the “**Agent**”) for the Secured Parties, in accordance with the Loan and Security Agreement, dated as of March 11, 2011 (as further amended, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), among Agent, for itself and as agent for the financial institutions party thereto (“**Lenders**”).

W I T N E S S E T H:

WHEREAS, in connection with the Loan Agreement, Grantors have executed and delivered a Guaranty and Collateral Agreement, dated as of March 11, 2011, in favor of the Agent and Lenders (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “**Guaranty Agreement**”);

WHEREAS, pursuant to the Guaranty Agreement, each Grantor has agreed to grant to the Agent for the benefit of the Agent and Lenders, a continuing security interest in all Intellectual Property, including, without limitation, the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Agent and Lenders to enter into the Loan Agreement, and to secure the Obligations, the Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Guaranty Agreement.

SECTION 2. Notice of Grant of Security Interest. Pursuant to the Guaranty Agreement, the Grantors assign and grant to the Agent, for its benefit and the benefit of the Lenders, and to secure the prompt and complete payment and performance of all Obligations, a security interest in all of its right, title and interest in, to and under the Grantors’ Copyrights, Patents and Trademarks (including, without limitation, those items listed on Schedule A hereto).

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and/or United States Copyright Office. The security interest granted hereby

has been granted to the Agent for its benefit and the benefit of the Lenders in connection with the Guaranty Agreement and is expressly subject to the terms and conditions thereof. The Guaranty Agreement (and all rights and remedies of the Agent and the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Grantors do hereby further acknowledge and affirm that the rights and remedies of the Agent and the Lenders with respect to the security interest in the Copyrights, Patents and Trademarks granted hereby are more fully set forth in the Loan Agreement and the Guaranty Agreement, the terms and provisions of which (including, without limitation, the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guaranty Agreement, the terms of the Guaranty Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

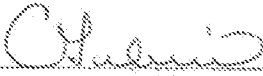
[Remainder of page intentionally left blank; Signatures appear on following page.]

Signature Page to Grant of Security Interest in Copyright, Patents and Trademark Rights

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GRANTORS:

HAGGEN, INC., a Washington corporation

By 
Clarence J. Gabriel, Jr.
President and Chief Executive Officer

CHICAGO 0316204

Signature Page to Grant of Security Interest in Copyright, Patents and Trademark Rights

GRANTORS:

HAGGEN ACQUISITION, LLC, a Delaware
limited liability company

By: 

John Caple
Manager

CHICAGO#2168834

TRADEMARK
REEL: 004497 FRAME: 0461

Schedule A**PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES**

Marks	Jurisdiction / Agency	Reg. No.	Classification No.	Specified Use / Goods	Issue / Last Renewal Date
BELLA TERRA	OR	T38822	130	baked goods, bread	December 14, 2005 / December 14, 2010
BELLA TERRA	WA	32642	30	baked goods, bread	October 22, 2004 / October 22, 2009
C.A.R.D.	USPTO	2,262,455	35	Retail grocery stores featuring a discount card program, consumer sweepstakes, and incentive award programs; promoting the goods and services of others through the distribution of discount membership cards	July 20, 1999 / July 20, 2009
C.A.R.D.	USPTO	2,290,878	42	Security services, namely, the assignment of membership identification numbers to affix to valuables and to attach to key rings to facilitate their recovery following loss or theft	November 9, 1999 / November 9, 2009
FAMILY MEALTIME	WA	52769	16	Booklets, pamphlets, brochures, handouts and written articles, menus, shopping lists, recipes, printed educational materials	July 21, 2008
FAMILY MEALTIME	OR	T40517	116	Booklets, pamphlets, brochures, handouts and written articles, menus, shopping lists, recipes, printed educational materials	July 21, 2008
FIVE STAR GENUINE	WA	52102	29	meat	October 8,

Marks	Jurisdiction / Agency	Reg. No.	Classification No.	Specified Use / Goods	Issue / Last Renewal Date
ANGUS BEEF					2007
FIVE STAR GENUINE ANGUS BEEF	OR	T40116	29	meat	October 29, 2007
FIVE STAR	WA	52533	29	meats	April 2, 2008
FIVE STAR	OR	T40364	129	meats	April 2, 2008
HAGGEN SINCE 1933 and Design	USPTO	3,519,493	35	Retail grocery store services; retail pharmacy and drug store services; retail bakery; retail delicatessen; retail shop featuring flowers; retail store services featuring a wide variety of packaged, prepared and fresh food and beverages; online retail shop featuring umbrellas, computer bags, coffee cups, lunch boxes, calculators, pens, pencils and clothing	October 21, 2008
HAGGEN – WHERE YOUR BEST MEALS BEGIN	USPTO	3,442,890	35	Retail grocery store services; retail pharmacy and drug store services; retail bakery; retail delicatessen; retail shop featuring flowers; retail store services featuring a wide variety of packaged, prepared and fresh food and beverages; retail coffee shop services; online retail shop featuring umbrellas, computer bags, coffee cups, lunch boxes, calculators, pens and pencils, clothing	June 3, 2008

Marks	Jurisdiction / Agency	Reg. No.	Classification No.	Specified Use / Goods	Issue / Last Renewal Date
HAGGEN	USPTO	2,478,119	35	Retail grocery store services	August 14, 2001
MARKET STREET CAFE	OR	S 35720	135, 142	Advertising and business Miscellaneous	March 7, 2002 / March 7, 2007
MARKET STREET CAFE	WA	30405	35	Food Service; food preparation & service of food; delivery; food court; retail grocery store services	March 6, 2002 / March 6, 2008
MARKET STREET CATERING	OR	S 35721	135, 142	Advertising and business Miscellaneous	March 7, 2002 / March 7, 2007
MARKET STREET CATERING	WA	30404	35	Food service; carry-out & off-premise catering; promotion of goods & services; retail grocery store services, delivery	March 6, 2002 / March 6, 2008
NORTHWEST TABLE	USPTO	3,328,565	16	Printed materials, namely newsletters and magazines in the fields of information about grocery stores, restaurant services, pharmacies, food preparation, recipes, food and beverage selection, nutrition, health, entertainment, local activities and discounts on foods and household products	November 6, 2007
NW GROWN & Design	WA	52761	35	Retail grocery store services; retail pharmacy and drug store services; retail	July 21, 2008

Marks	Jurisdiction / Agency	Reg. No.	Classification No.	Specified Use / Goods	Issue / Last Renewal Date
				bakery; retail delicatessen; retail shop featuring flowers; retail store services featuring a wide variety of packaged, prepared and fresh food and beverages; retail coffee shop services	
NW GROWN & Design	WA	52763	31	Fresh fruits; fresh vegetables; fresh produce; nuts; herbs; hops; edible oils; seafood; poultry; beer; wine; cheese; and grocery store services	July 21, 2008
NW GROWN & Design	OR	S 40516	135, 131	Retail grocery store services; retail pharmacy and drug store services; retail bakery; retail delicatessen; retail shop featuring flowers; retail store services featuring a wide variety of packaged, prepared and fresh food and beverages; retail coffee shop services Fresh fruits; fresh vegetables; fresh produce; nuts; herbs; hops; edible oils; seafood; poultry; beer; wine; cheese; and grocery store services	July 21, 2008

Marks	Jurisdiction / Agency	Reg. No.	Classification No.	Specified Use / Goods	Issue / Last Renewal Date
SPLASH and Design (costume character)	WA	52767	35	Retail grocery store services; retail pharmacy and drug store services; retail bakery; retail delicatessen; retail shop featuring flowers; retail store services featuring a wide variety of packaged, prepared and fresh food and beverages; retail coffee shop services	July 21, 2008
SPLASH and Design (costume character)	WA	52768	41	Entertainment in the nature of performances by mascot or costume character; Entertainment in the nature of appearances by mascot or costume character	July 21, 2008
SPLASH and Design (costume character)	OR	S 40518	135, 141	Retail grocery store services; retail pharmacy and drug store services; retail bakery; retail delicatessen; retail shop featuring flowers; retail store services featuring a wide variety of packaged, prepared and fresh food and beverages; retail coffee shop services Entertainment in the nature of performances by mascot or costume character; entertainment in the nature of appearances by mascot or costume character	July 22, 2008
QUALITY IN THE BAG.	USPTO	3,519,492	35	Retail grocery store services; retail	October

Marks	Jurisdiction / Agency	Reg. No.	Classification No.	Specified Use / Goods	Issue / Last Renewal Date
SAVINGS IN THE BILL.				pharmacy and drug store services; retail bakery; retail delicatessen; retail shop featuring flowers; retail store services featuring a wide variety of packaged, prepared and fresh food and beverages; online retail shop featuring umbrellas, computer bags, coffee cups, lunch boxes, calculators, pens and pencils, clothing	21, 2008
SCHOOL BUCKS	WA	52329	36	Charitable fundraising	January 22, 2008
SCHOOL BUCKS	OR	S 40276	136	Charitable fundraising	January 22, 2008
SPLASH	WA	52765	35	Retail grocery store services; retail pharmacy and drug store services; retail bakery; retail delicatessen; retail shop featuring flowers; retail store services featuring a wide variety of packaged, prepared and fresh food and beverages; retail coffee shop services	July 21, 2008
SPLASH	WA	52766	41	Entertainment in the nature of performances by mascot or costume character; entertainment in the nature of appearances by mascot or costume character	July 21, 2008
SPLASH	OR	S 40519	135, 141	Retail grocery store services; retail pharmacy and drug store services; retail bakery; retail delicatessen; retail shop	July 22, 2008

Marks	Jurisdiction / Agency	Reg. No.	Classification No.	Specified Use / Goods	Issue / Last Renewal Date
				featuring flowers; retail store services featuring a wide variety of packaged, prepared and fresh food and beverages; retail coffee shop services Entertainment in the nature of performances by mascot or costume character; entertainment in the nature of appearances by mascot or costume character	
TASTE THE DIFFERENCE	WA	52361	29	meat	February 1, 2008
TASTE THE DIFFERENCE	OR	T 40286	129	meat	February 1, 2008
TOP FOOD & DRUG CONNECTION	WA	52885	35	Retail grocery store services; arranging and conducting incentive reward programs to promote the sale of groceries	September 23, 2008
TOP FOODS	WA	13360	42	Grocery store; variety and fast food service	March 28, 1982 / April 4, 2008
TOP	WA	52369	35	Retail grocery store services; retail pharmacy and drug store services, etc.	January 22, 2008
WELL AWARE	WA	32058	41	Providing dietary and nutritional information, programs and seminars	January 21, 2004 / January 21, 2009

Marks	Jurisdiction / Agency	Reg. No.	Classification No.	Specified Use / Goods	Issue / Last Renewal Date
WELL AWARE	OR	S 37436	141	Providing dietary and nutritional educational information, programs and seminars	January 21, 2004 / January 21, 2009
WHERE YOUR BEST MEALS BEGIN	OR	T39367	135	Retail grocery store services; retail pharmacy and drug store services; retail bakery; retail delicatessen; retail shop featuring flowers; retail store services featuring a wide variety of packaged, prepared and fresh food and beverages; online retail shop featuring umbrellas, computer bags, coffee cups, lunch boxes, calculators, pens and pencils, clothing	August 1, 2006
WHERE YOUR BEST MEALS BEGIN	WA	51030	35	Retail grocery store services; retail pharmacy and drug store services; retail bakery; retail delicatessen; retail shop featuring flowers; retail store services featuring a wide variety of packaged, prepared and fresh food and beverages; online retail shop featuring umbrellas, computer bags, coffee cups, lunch boxes, calculators, pens and pencils, clothing	July 26, 2006