

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
Marsh Drugs, LLC		03/10/2011	LIMITED LIABILITY COMPANY: INDIANA
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	201 Merritt 7		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06856-5201		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1123490	MARSH	
CORRESPONDENCE DATA			
Fax Number:	(312)993-9767		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-993-2622		
Email:	gayle.grocke@lw.com		
Correspondent Name:	Gayle D. Grocke c/o Latham & Watkins LLP		
Address Line 1:	233 S. Wacker Drive		
Address Line 2:	Suite 5800		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	025646-0574		
NAME OF SUBMITTER:	Gayle D. Grocke		
Signature:	/gdg/		

CH \$40.00 1123490

900186327

TRADEMARK
 REEL: 004497 FRAME: 0790

Date:

03/14/2011

Total Attachments: 14

source=Trademark Security Agreement#page1.tif
source=Trademark Security Agreement#page2.tif
source=Trademark Security Agreement#page3.tif
source=Trademark Security Agreement#page4.tif
source=Trademark Security Agreement#page5.tif
source=Trademark Security Agreement#page6.tif
source=Trademark Security Agreement#page7.tif
source=Trademark Security Agreement#page8.tif
source=Trademark Security Agreement#page9.tif
source=Trademark Security Agreement#page10.tif
source=Trademark Security Agreement#page11.tif
source=Trademark Security Agreement#page12.tif
source=Trademark Security Agreement#page13.tif
source=Trademark Security Agreement#page14.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 10, 2011, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of March 10, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Marsh Supermarkets, LLC, an Indiana limited liability company ("Borrower Representative"), the other Borrowers, Holdings, the other Credit Parties, the Lenders and the L/C Issuers (each as defined therein) from time to time party thereto and GE Capital, as Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to that certain Guaranty and Security Agreement of even date herewith in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

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

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

(a) all Trademarks owned by such Grantor and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, in each case 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, proceeds and Liabilities 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. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

Very truly yours,

MARSH SUPERMARKETS, INC., as Grantor

By: Frank Lazaran
Name: Frank Lazaran
Title: Chief Executive Officer

LOBILL FOODS, LLC, as Grantor

By: Frank Lazaran
Name: Frank Lazaran
Title: Chief Executive Officer

MARSH DRUGS, LLC, as Grantor

By: Frank Lazaran
Name: Frank Lazaran
Title: Chief Executive Officer

MARSH SUPERMARKETS, LLC, as Grantor

By: Frank Lazaran
Name: Frank Lazaran
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004497 FRAME: 0794

MARSH SUPERMARKETS OF ILLINOIS,
LLC, Grantor

By: 
Name: Frank Lazar
Title: Chief Executive Officer

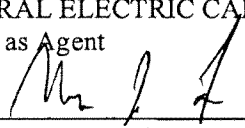
[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004497 FRAME: 0795

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION

as Agent

By:  _____

Name: Mark J. Forti

Title: Its Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004497 FRAME: 0796

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS



MARSH



Reg. No. 1,123,490

Owner: Marsh Drugs, LLC

(See attached for additional trademarks.)


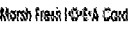
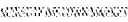
Schedule I to Trademark Security Agreement



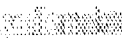
Trademark/ SN/RN	Design	Status/Status Date	Full Goods/Services	Owner
A and Design SN:78-423119 RN:2,970,490		Registered July 19, 2005	(Int'l Class: 35) Retail services featuring foods in supermarkets and convenience stores	Marsh Supermarkets, LLC
DELI LEAN (Stylized) SN:74-680004 RN:2,009,189		Renewed Supplemental Register October 15, 2006	(Int'l Class: 29) Roast beef, turkey breast, chicken breast, turkey-ham and pork ham	Marsh Supermarkets, LLC
EXPERTS IN FRESH SN:78-342781 RN:2,958,650		Registered 8 & 15 August 25, 2010	(Int'l Class: 35) Retail grocery store services	Marsh Supermarkets, LLC
FIELDING THE MOUSE SN:75-929415 RN:2,616,391		Registered 8 & 15 December 21, 2007	(Int'l Class: 28) Puppet	Marsh Supermarkets, LLC
FIELDING'S SN:78-245705 RN:2,978,778		Registered July 26, 2005	(Int'l Class: 29) Cheese	Marsh Supermarkets, LLC
FLORAL FASHIONS SN:73-205495 RN:1,160,410		Renewed July 7, 2011	(Int'l Class: 42) Retail plant and gift shop services	Marsh Supermarkets, LLC
GONNA MAKE YOU SMILE SN:74-478227 RN:1,875,706		Renewed January 24, 2005	(Int'l Class: 42) Supermarket services	Marsh Supermarkets, LLC


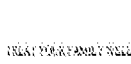
HOOSIER STICK SN:73-237733 RN:1,253,875		Renewed October 11, 2003	(Int'l Class: 29) Sausage	Marsh Supermarkets, LLC
JOE O'MALIA FOOD MARKETS "WHERE QUALITY IS THE TRUE VALUE OF ECONOMY" and Design SN:73-327350 RN:1,223,759		Renewed January 11, 2003	(Int'l Class: 42) Grocery store services	Marsh Supermarkets, LLC
LOBILL SN:74-053047 RN:1,638,724		Renewed March 19, 2001	(Int'l Class: 42) Supermarket services	Lobill Foods, LLC
MAIN STREET MARKET and Design SN:85-167824		Pending - Non- Final Action Mailed February 13, 2011	(Int'l Class: 35) Retail food store services	Marsh Supermarkets, Inc.

<p>MARSH SN:72-268919 RN:869,064</p>		<p>Renewed Principal Register - Sec. 2(F) May 6, 1989</p>	<p>(Int'l Class: 32) [Grape drink, lemonade, orange drink, root beer, ginger ale, lemon-lime soft drink, orange soda, grape soda, and cola-type soft drinks] (Int'l Class: 1, 5, 29, 30, 31, 32) [Potato chips, pretzels, pancake mix, cake mix, frosting mix, flour, vegetable oil, pancake syrup, peanut butter salad dressing tartar sauce,][sandwich spread.][catsup, and pork and beans; canned beans, corn, peas, tomatoes, mixed vegetables, cauliflower, broccoli, brussel sprouts, carrots, peas and carrots, spinach, succotash, and stew vegetables; tomato juice, grape juice, prune juice, frozen orange juice, applesauce in cans and in glasses; macaroni, spaghetti, noodles, coffee; frozen waffles, asparagus, french fries, potato nuggets and hash brown potatoes; butter,] ice cream * and coffee * [, sherbet, ice milk; garlic dip, cheese dip, onion dip, cheese, margarine, fluid milk, buttermilk, chocolate drink (milk base), cottage cheese, cranberry-apple salad, potato salad, bean salad, baked beans, fruit salad, orange salad, vegetable salad, cottage cheese salad, tapioca pudding, rice pudding, waldorf salad</p>	<p>Marsh Supermarkets, LLC</p>
<p>MARSH SN:72-304552 RN:874,895</p>		<p>Renewed August 12, 2009</p>	<p>(Int'l Class: 35) Retail food store services</p>	<p>Marsh Supermarkets, LLC</p>

<p>MARSH</p> <p>SN:73-031965</p> <p>RN:1,087,155</p>		<p>Renewed</p> <p>March 14, 2008</p>	<p>(Int'l Class: 3) Laundering products-namely, water conditioning solution for general laundry purposes, [fabric softener,] laundry bleach, and [laundry starch,] toilet, [bath, and laundry soaps; and household cleaners-namely, furniture polish, dishwashing, laundry and household detergents all]</p> <p>(Int'l Class: 5) Room air fresheners</p> <p>(Int'l Class: 6) Aluminum wrap</p> <p>(Int'l Class: 16) Plastic wrap [and paper sandwich bags]</p> <p>(Int'l Class: 22) Plastic garbage and trash can liners, utility lawn and sandwich bags [and oven bags for roasting]</p> <p>(Int'l Class: 29) Frozen french fried potatoes, [frozen coffee cream,] frozen vegetables; [potato chips and corn chips,] vegetable shortening, vegetable base coffee creamer, canned tuna, canned and bottled fruits and vegetables; pickles, and eggs</p> <p>(Int'l Class: 30) Tea; cookies; [crackers,] cake and icing mixes; [canned macaroni and cheese, pickle relish condiments, frozen waffles,] frozen pot pies, [frozen pizzas,] and pretzels all</p> <p>(Int'l Class: 32) [Soft drinks; non-carbonated fruit flavored soft drinks,] fruit and vegetable juices, [and frozen lemon juice and froz</p> <p>(Int'l Class: 34) [Book matches]</p>	<p>Marsh Supermarkets, LLC</p>
--	--	--------------------------------------	---	--------------------------------

<p>MARSH (Stylized)</p> <p>SN:75-013588 RN:2,050,427</p>		<p>Renewed April 8, 2007</p>	<p>(Int'l Class: 3) [Glass cleaner, cotton swabs for cosmetic use, and bath oil] (Int'l Class: 8) [Non-electric razors, namely, ladies twin blades] (Int'l Class: 16) [Facial tissue, paper napkins and towels,] plastic food storage bags for household use, plastic garbage, trash and lawn leaf bags[, and disposable diapers] (Int'l Class: 29) Milk, canned seafood, cherry pie filling, canned cut and sliced fruits and vegetables, processed olives, raisins, peanut butter, fruit preserves, jellies, non-dairy creamer, vegetable shortening, vegetable oil for cooking, potato chips, butter, cheese spread and cream cheese, cottage cheese, mozzarella, cheddar, colby, swiss and monterray jack cheeses, snack food dips, sour cream, yogurt, margarine, whipping cream, whipped topping and tomato paste, eggs, instant mashed potatoes, scalloped and au gratin potatoes, egg substitute, and sliced and whole pickles (Int'l Class: 30) Pizzas, breadsticks, bread, buns, rolls, muffins and biscuits, cake mix, baking soda, chocolate chips, frosting mix, syrups, [breakfast cereals,] pastries, cheese flavored corn c (Int'l Class: 31) Olives, [dog and cat food,] sliced and whole pickl (Int'l Class: 32) [Cola flavored soft drinks, root beer,] fruit and veg</p>	<p>Marsh Supermarkets, LLC</p>
<p>MARSH FRESH I D-E-A CARD (Stylized)</p> <p>SN:74-549380 RN:1,909,040</p>		<p>Renewed August 1, 2005</p>	<p>(Int'l Class: 42) Grocery store services featuring discount and identification cards</p>	<p>Marsh Supermarkets, LLC</p>
<p>MARSH HOMETOWN MARKET</p> <p>SN:77-302734 RN:3,448,735</p>		<p>Registered June 17, 2008</p>	<p>(Int'l Class: 35) Retail food store services</p>	<p>Marsh Supermarkets, LLC</p>

MARSH KIDS' CLUB SN:75-927600 RN:2,554,821		Registered 8 & 15 May 18, 2007	(Int'l Class: 41) Club for young children featuring puzzles, contests, and educational information relating to supermarket goods and services	Marsh Supermarkets, LLC
MARSH SIGNATURE SN:76-512505 RN:3,325,104		Registered October 30, 2007	(Int'l Class: 30) Salsa used as a dip, coffee, vinegar	Marsh Supermarkets of Illinois, LLC
MISCELLANEOUS DESIGN SN:73-145377 RN:1,104,543		Renewed October 17, 2008	(Int'l Class: 42) Retail grocery store services	Marsh Supermarkets, LLC
MISCELLANEOUS DESIGN SN:76-445426 RN:2,804,277		Registered 8 & 15 March 27, 2009	(Int'l Class: 41) Entertainment services in the nature of kids fan club having the basic aim of entertaining and educating children and also distributing educational and entertaining materials in the nature of fun books, recipes, puzzles, and stickers in connection therewith	Marsh Supermarkets, LLC
MYMARSH SN:78-247882 RN:2,838,733		Registered 8 & 15 February 16, 2010	(Int'l Class: 35) Retail grocery store services featuring a custom loyalty rewards program that offers special savings to members and allows them to track their savings, receive personalized coupon rebates and contest offers, and provide related feedback; dissemination of advertising matter by a retail grocery store	Marsh Supermarkets, LLC
O'MALIA'S SN:78-240653 RN:2,813,211		Registered 8 & 15 November 16, 2009	(Int'l Class: 35) Grocery store services	Marsh Supermarkets, LLC
O'MALIA'S COUPONPLUS SN:74-381984 RN:1,841,534		Renewed June 21, 2004	(Int'l Class: 42) Retail grocery store services	Marsh Supermarkets, LLC
SMILEMAKER (Stylized) SN:73-360062 RN:1,251,873		Renewed September 20, 2003	(Int'l Class: 40) Photo developing services	Marsh Supermarkets, LLC

SMILEMAKER and Design SN:73-360989 RN:1,256,377		Renewed November 1, 2003	(Int'l Class: 40) Photograph developing and processing services	Marsh Supermarkets, LLC
TREAT YOUR FAMILY WELL SN:78-889988 RN:3,217,968		Registered March 13, 2007	(Int'l Class: 35) Retail food store services	Marsh Supermarkets of Illinois, LLC
WE VALUE YOU SN:73-034335 RN:1,025,923		Renewed November 25, 2005	(Int'l Class: 42) Retail food store services	Marsh Supermarkets, LLC
YORKTOWN SN:72-155816 RN:757,851		Renewed October 1, 2003	(Int'l Class: 29, 30) Soda crackers, chocolate syrup, salad dressing, canned beets, tomato juice, [cherries,] crushed pineapple, sliced pineapple, orange food drink, [pineapple juice, tea bags, ice tea in powdered form,] and oleomargarine	Marsh Supermarkets, LLC
YORKTOWN SN:73-031964 RN:1,042,414		Renewed June 29, 2006	(Int'l Class: 29) Imitation peanut butter, canned and frozen fruits and vegetables; jams and jellies; pickles and pickle relish; and dairy products (excluding chocolate milk and ice cream) (Int'l Class: 30) Waffle syrup, ice cream and chocolate milk (Int'l Class: 32) Soft drinks, fruit juices and tomato juice	Marsh Supermarkets, LLC
YORKTOWN FAMILY VALUE SN:76-512503 RN:3,149,107		Registered September 26, 2006	(Int'l Class: 3) All-purpose household cleaners and bleach (Int'l Class: 16) Bathroom tissue; paper towels (Int'l Class: 21) Disposable plates (Int'l Class: 29) Vegetable based sandwich spreads, canned or bottled fruit, canned or bottled vegetables, fruit preserves, jellies, peanut butter; canned or powdered milk, pickles; cheese spreads; canned seafood (Int'l Class: 30) Coffee, ketchup; ice cream; pasta sauce; salad dressing; dry mix prepared foods, namely, packaged mix for making combined noodles and sauce dish; macaroni and cheese (Int'l Class: 31) Pet food and cat litter (Int'l Class: 32) Vegetable juice	Marsh Supermarkets, LLC

TOP - TEND 'R RN:5,009,612		IN: Renewed June 2, 1995	(Int'l Class: 29) Fresh and frozen beef	Marsh Supermarkets of Illinois, LLC
TOP-TEN'R RN:7,341		OH: Renewed January 24, 1995	(Int'l Class: 29) Meats and processed foods	Marsh Supermarkets, Inc.
LOBILL RN:5010-0915		IN: Registered September 5, 1991	(Int'l Class: 35, 42) Advertising and business services	Marsh Supermarkets of Illinois, LLC
MARSH RN:628/2002		Cuba: Registered 6/24/2005	(Int'l Class: 30) Breakfast cereals and canned foods	Marsh Supermarkets, Inc.