

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | | SECURITY INTEREST | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Marsh Supermarkets of Illinois, 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: | 3325104 | MARSH SIGNATURE | |
| 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/ | | |

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Date:

03/14/2011

Total Attachments: 14

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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.

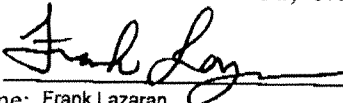
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

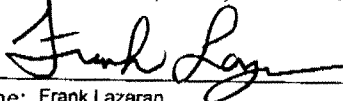
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,


MARSH SUPERMARKETS, INC., as Grantor

By: 
Name: Frank Lazaran
Title: Chief Executive Officer

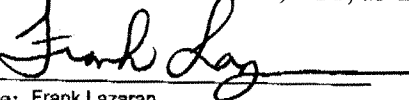
LOBILL FOODS, LLC, as Grantor

By: 
Name: Frank Lazaran
Title: Chief Executive Officer

MARSH DRUGS, LLC, as Grantor

By: 
Name: Frank Lazaran
Title: Chief Executive Officer

MARSH SUPERMARKETS, LLC, as Grantor

By: 
Name: Frank Lazaran
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

MARSH SUPERMARKETS OF ILLINOIS,
LLC, Grantor

By: 
Name: Frank Lazar
Title: Chief Executive Officer

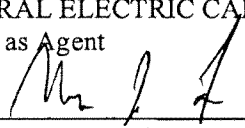
[Signature Page to Trademark Security Agreement]

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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
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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.)


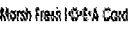
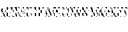
Schedule I to Trademark Security Agreement



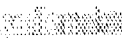
| Trademark/ SN/RN | Design | Status/Status Date | Full Goods/Services | Owner |
|---|---|---|--|-------------------------|
| A and Design SN:78-423119 RN:2,970,490 |  | Registered July 19, 2005 | (Int'l Class: 35) Retail services featuring foods in supermarkets and convenience stores | Marsh Supermarkets, 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 |


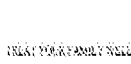
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| HOOSIER STICK SN:73-237733 RN:1,253,875 | | Renewed October 11, 2003 | (Int'l Class: 29) Sausage | Marsh Supermarkets, LLC |
| JOE O'MALIA FOOD MARKETS "WHERE QUALITY IS THE TRUE VALUE OF ECONOMY" and Design SN:73-327350 RN:1,223,759 |  | Renewed 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. |

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| <p>MARSH</p> <p>SN:72-268919</p> <p>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]</p> <p>(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</p> <p>SN:72-304552</p> <p>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> |

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| <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> |
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| <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> |

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| 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 |

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| 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 |

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| 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. |