

[EXECUTION]

SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 18, 2011, between WINN-DIXIE STORES, INC., a Florida corporation (the "Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacities as administrative agent and co-collateral agent (in such capacities, together with any successor(s) thereto, "Agent") for each of the Secured Parties referred to below.

WITNESSETH:

WHEREAS, pursuant to the Second Amended and Restated Credit Agreement, dated of even date herewith (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among Grantor, certain of its subsidiaries (together with Grantor, collectively, "Borrowers"), the various financial institutions and other Persons as are, or may from time to time become, parties thereto as lenders (each individually a "Lender" and collectively, the "Lenders"), and Agent, the Lenders have extended Commitments to make Credit Extensions to Borrowers;

WHEREAS, in connection with the Credit Agreement, Borrowers (including Grantor) and Guarantors have executed and delivered to Agent the Second Amended and Restated Security Agreement, dated of even date herewith (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement"), pursuant to which Borrowers and Guarantors granted to Agent a security interest in and to the Collateral (as defined in the Security Agreement);

WHEREAS, pursuant to the Amended and Restated Trademark Security Agreement, dated November 21, 2006, between Grantor and Agent (as heretofore amended, modified and supplemented, the "Existing Trademark Agreement"), Grantor granted to Agent a security interest in and to the Trademark Collateral (as hereinafter defined);

WHEREAS, as a condition precedent to the making of the Credit Extensions (including the initial Credit Extension) to Borrowers under the Credit Agreement, Grantor is required to execute and deliver this Agreement and to grant to Agent a continuing security interest in all of the Trademark Collateral to secure all Obligations (as defined in the Credit Agreement) of Borrowers to Agent and Lenders under the Loan Documents;

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

WHEREAS, it is in the best interests of Grantor to execute this Agreement in as much as Grantor will derive substantial direct and indirect benefits from the Credit Extensions made from time to time to Borrowers by the Lenders pursuant to the Credit Agreement; and

WHEREAS, in order to induce Agent and Lenders to enter into the Credit Agreement and the other Loan Documents and to make loans and advances and provide other financial accommodations to Borrowers pursuant thereto, Grantor has agreed to amend and restate the Existing Trademark Agreement as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Credit Extensions (including the initial Credit Extension) to Borrowers pursuant to the Credit Agreement, Grantor agrees, for the benefit of each Secured Party, as follows.

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Agreement including the preamble and recitals hereto, shall have the meanings provided (or incorporated by reference) in the Security Agreement or the Credit Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, Grantor does hereby mortgage, pledge and hypothecate to Agent, and grant to Agent a security interest in, for its benefit and the benefit of each Secured Party, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing.

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature and designs owned by Grantor (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, anywhere in the world, and all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 attached hereto;

(b) all Trademark licenses and other agreements providing Grantor with the right to use any items of the type described in clause (a) above, including each Trademark license referred to in Item B of Attachment 1 attached hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b) above;

(d) all of the goodwill of the business connected with the use of and symbolized by the items described in, clauses (a) and (b) above;

(e) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) above and, to the extent applicable, clause (b) above; and

(f) all proceeds of, and rights associated with, the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Grantor for the purpose of registering the security interest of Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries in the world. The security interest granted to Agent hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Agent for its benefit and the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon (i) the sale, transfer or other disposition of any Trademark Collateral in accordance with the Credit Agreement or (ii) the Termination Date, the security interest granted herein shall automatically terminate with respect to (A) in the case of clause (i), such Trademark Collateral, or (B) in the case of clause (ii), all Trademark Collateral.

SECTION 5. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Governing Law, Entire Agreement, etc. THIS AGREEMENT SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK (INCLUDING FOR SUCH PURPOSE SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK)

WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES, EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR TRADEMARK COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK. This Agreement constitutes the entire understanding among the parties hereto with respect to the subject matter hereof and supersedes any prior agreements, written or oral, with respect thereto.

SECTION 8. FORUM SELECTION AND CONSENT TO JURISDICTION. ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF AGENT, THE LENDERS, OR GRANTOR IN CONNECTION HERewith MAY BE BROUGHT AND MAINTAINED IN THE COURTS OF THE STATE OF NEW YORK OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK); PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY TRADEMARK COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE SUCH TRADEMARK COLLATERAL OR OTHER PROPERTY MAY BE FOUND.

SECTION 9. Amendment and Restatement. Except as otherwise stated herein, as of the date hereof, the terms, conditions, covenants, agreements, representations and warranties set forth in the Existing Trademark Agreement are hereby replaced and superseded in their entirety by the terms, conditions, covenants, agreements, representations and warranties set forth in this Agreement. The amendment and restatement contained herein shall not, in any manner, be construed to constitute payment of, or impair, limit, cancel or extinguish, or constitute a novation in respect of, the indebtedness and other obligations and liabilities of Grantor evidenced by or arising under or in connection with the Existing Trademark Agreement and the liens and security interests securing such indebtedness and other obligations and liabilities, which shall not in any manner be impaired, limited, terminated, waived or released.

SECTION 10. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. This Agreement may be executed and delivered by telecopier or other electronic method of transmission with the same force and effect as if it were a manually executed and delivered counterpart.

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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.

LEGAL APPROVED
ATTY. [Signature]
DATE: 3-12-11

WINN-DIXIE STORES, INC.

By: [Signature]
Name: Bennett Nussbaum
Title: Senior Vice President and Chief
Financial Officer

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Agent

By: _____
Name: Brent E. Shay
Title: Director

Second Amended and Restated Trademark Agreement - Winn-Dixie

TRADEMARK
REEL: 004503 FRAME: 0965

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.

WINN-DIXIE STORES, INC.

By: _____
Name: Bennett Nussbaum
Title: Senior Vice President and Chief
Financial Officer

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Agent

By: 
Name: Brent E. Shay
Title: Director

Second Amended and Restated Trademark Agreement - Winn-Dixie

TRADEMARK
REEL: 004503 FRAME: 0966

ATTACHMENT 1
to Second Amended and Restated Trademark Security Agreement

Item A. Trademarks and Trademark Applications

TYPE OF TRADEMARK	TRADEMARK	Registration No. (Serial No.) or Application No.	Registration Date (Filing Date)
U.S. REGISTERED TRADEMARKS	ALTA SPRINGS	2,284,334	10/12/99
	AMERICA'S SUPERMARKET	1,435,157	3/31/87
	APPLE WHEELS	2,069,264	06/10/97
	ARROW *	861,706	12/10/68
	BLUE ARROW*	866,037	03/11/69
	BLUE BAY*	175,331	11/06/23
	BUDDIES	1,027,005	12/9/75
	CAPTAIN SAVERITE**	2,702,224	4/1/2003
	CAPTAIN SAVERITE & DESIGN**	2,702,225	4/1/2003
	CHEK	2,395,931	10/17/00
	CHEK MATE	2,395,930	10/17/2000
	CRACKIN' GOOD	2,155,023	5/5/1998
	CREOLE DESIGN	308,792	12/19/33
	DANO'S	1,247,238	8/02/83
	DART	1,159,633	7/07/81
	DIAMOND OF DREAMS	1,985,075	7/9/96
	DIXIANA	2,079,120	7/15/97
	DIXIE DARLING	625,554	4/17/56
	DIXIE DARLING DESIGN	625,557	4/17/56
	FEEDIN' TIME	1,449,972	7/28/87
	FISCHER'S *	783,748	1/19/65
	FISHERMAN'S WHARF	1,312,772	1/01/85
	FRUIT WHEELS	2,069,265	6/10/97
	GROCERY BARGAIN DEPOT	2,888,593	9/28/2004
	HEALTHY BRAND	2,263,803	7/20/99
	HICKORY GLEN	2,576,066	06/04/02
	HICKORY SWEET	3,266,557	10/17/06
	INTELLIGENT CHOICE	2,247,778	5/25/99
	ISN'T LIFE DELICIOUS:	2,333,159	3/21/00
	JITNEY JUNGLE	1,293,175	6/4/84
	KIT-T-LOVE	1,462,150	10/20/87
	KOUNTRY FRESH	1,989,018	07/23/96
KOUNTRY FRESH DESIGN	1,003,441	1/28/75	
KWIK CHEK & DESIGN	782,579		

MARKETPLACE BANK	2,707,768	04/15/03
MARKETPLACE BANK	2,553,443	03/26/02
MEDIC	1,033,562	02/17/76
MEDIC	3,154,063	10/10/2006
NATURITE	1,372,090	11/26/85
PALMETTO FARM DESIGN	803,495	2/8/66
PINK LILAC*	868,838	04/29/69
PINKY PIG & DESIGN	666,104	08/19/58
POWER CHARGE DESIGN	2,437,779	03/27/01
PRESTIGIO	1,798,004	10/12/93
PUMP AND SAVE & DESIGN	1,976,148	5/28/96
PUMP AND SAVE GAS AND FOOD	1,965,316	4/2/96
PUMP AND SAVE GAS DESIGN	1,966,550	4/9/96
REAL GOOD FOOD . . .	2,703,149	04/01/03
RED ALERT	2,757,338	08/26/03
RIDGEMOOR PROVISIONS	2,708,611	04/22/2003
SATINSKIN	725,667	12/26/61
SAVE RITE GROCERY WAREHOUSE	2,702,939	04/01/03
SHOWER GUARD	2,573,570	5/28/2002
SLICK DESIGN	637,798	11/27/56
SUGAR BARREL DESIGN	1,051,994	11/2/76
SUPERBRAND	1,915,229	08/29/95
THE BEEF PEOPLE	3,092,917	5/16/2006
THE BEEF PEOPLE	1,293,431	9/4/84
THE MEAT PEOPLE	1,173,469	10/13/81
THRIFTWAY	997,722	11/5/74
THRIFTWAY DESIGN*	720,094	08/15/61
THRIFTY MAID	767,937	4/7/64
THRIFTY MAID	872,291	07/01/69
THRIFTY MAID & DESIGN	1,005,887	03/04/75
THRIFTY MAID DESIGN	626,317	05/01/56
TOP O' THE GRADE TW BRAND & DESIGN*	853,736	07/30/68
VELVA	210,763	3/23/26
VELVA DESIGN	606,147	5/17/55
WE DO EVERYTHING...	1,452,656	08/11/87
W D BRAND	2,894,954	10/19/2004
W D (DESIGN)	766,018	03/03/64
WINN WD DIXIE & LOGO	3,167,418	11/07/2006
WINN DIXIE & LOGO	1,003,097	01/28/75

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	WINN DIXIE LOGO	2,692,848	03/04/03
	WINN WD DIXIE	3,167,418	8/11/04
FOREIGN REGISTERED TRADEMARKS	ASTOR- COSTA RICA	105046	12/18/97
U.S. TRADEMARK APPLICATIONS	BABY CLUB & DESIGN	78/838064	3/15/2006
	CHECKMARK LOGO	78/814668	2/14/2006
	DIXIE DARLING	77/024134	10/18/2006
	ENDLESS CHEESABILITIES	78/855243	4/16/2006
	FISHERMAN'S WHARF	77/024220	1/18/2006
	GETTING BETTER ALL THE TIME	78/918279	6/27/06
	KUDDLES	78/775069	12/16/05
	KWIK CHEK GAS & DESIGN	77/023050	10/17/2006
	PRESTIGE	77/024942	10/19/2006
	TATER BUDS	78/809678	2/8/06

- * Assigned to Winn-Dixie Stores, Inc., by Astor Products, Inc. on the date hereof
- ** Assigned to Winn-Dixie Raleigh, Inc. by Save-Rite Grocery Warehouse, Inc. prior to the date hereof and assigned to Winn-Dixie Stores, Inc., by Winn-Dixie Raleigh, Inc. on the date hereof

Trademark Applications in Preparation¹

FISCHER'S
THRIFTY MAID
WINN (Checkmark) DIXIE

Item B. Trademark Licenses²

1. In-Licenses:

License Agreement with Bunge Foods Corporation. to use "RIVER of DREAMS" and "RIO DE LOS SUENOS" on non-alcoholic carbonated beverages.

License Agreement with Marbo, Inc. to use the mark "TAMPICO" for fruit juices.

License Agreement with Doane Pet Co. to use the mark "ULTIMATE BALANCE" for dog food.

Temporary immaterial licenses granted by various manufacturers from time to time in connection with manufacturing or packaging services by Winn-Dixie Stores, Inc. under contract with the licensor.

License Agreement dated February 27, 2003 by Volk Enterprises to Winn-Dixie Stores Inc. for the trademark "POP-UP."

License agreement dated July 29, 2005 by Chattanooga Bakery to Winn-Dixie Stores Inc. to use the mark "Moon Pie" for novelty Ice Cream.

¹ All of the trademark applications listed below are owned by Winn-Dixie Stores, Inc..

² All of the licenses listed below are granted to Winn-Dixie Stores, Inc..

License agreement by Harris Tea Co. to Winn-Dixie Stores Inc. to use the mark "Twin Flo" on tea bags.

2. Out- Licenses:

License Agreement by Winn-Dixie Stores, Inc. to Consolidated Biscuit, Inc. for the mark OVEN GEM for cookies and crackers

License Agreement by Winn-Dixie Stores, Inc. to Telcatlas for use of the mark, WINN-DIXIE for use in automobile navigational software.

License Agreement by Winn-Dixie Stores, Inc. to Zentrin, Inc. for use of the marks, WINN-DIXIE and SAVE-RITE for use in automobile navigational software.

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