

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ROUNDY'S SUPERMARKETS, INC.		02/13/2012	CORPORATION: WISCONSIN

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Administrative Agent
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	1964854	ADVANTAGE PLUS
Registration Number:	3520207	CHEF'S GRILL
Registration Number:	2213971	COPPS KEY SAVINGS CLUB
Registration Number:	3430520	CUT BACK
Registration Number:	1755950	
Registration Number:	1805581	MOR FOR LESS
Registration Number:	942886	OLD TIME
Registration Number:	1612551	OLD TIME
Registration Number:	1748744	OLD TIME
Registration Number:	1443606	PICK 'N SAVE
Registration Number:	1857394	PRICE LESS FOODS
Registration Number:	1459729	RAINBOW
Registration Number:	1248298	RAINBOW
Registration Number:	1304312	RAINBOW FOODS

TRADEMARK

Registration Number:	937195	ROUNDY'S
Registration Number:	1187206	ROUNDY'S
Registration Number:	1254205	ROUNDY'S
Registration Number:	1388749	ROUNDY'S
Registration Number:	1412925	ROUNDY'S
Registration Number:	1626534	ROUNDY'S
Registration Number:	1703187	ROUNDYS
Registration Number:	1943818	ROUNDY'S
Registration Number:	1966793	ROUNDY'S
Registration Number:	1736975	SMP ADVERTISING
Registration Number:	3088671	SPEED ZONE
Registration Number:	3017766	SPEED ZONE SELF CHECKOUT
Registration Number:	3304665	SUNNY VALLEY

CORRESPONDENCE DATA

Fax Number: (800)494-7512
Phone: 2023704761
Email: tfahey@nationalcorp.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Thomas Fahey
Address Line 1: 1100 G Street NW Suite 420
Address Line 2: National Corporate Research
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F137920
NAME OF SUBMITTER:	Courtney J. Mitchell
Signature:	/Courtney J. Mitchell/
Date:	02/13/2012

Total Attachments: 6
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GRANT OF SECURITY INTEREST
IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “**Agreement**”), dated as of February 13, 2012, made by Roundy’s Supermarkets, Inc., a Wisconsin corporation (the “**Grantor**”), in favor of CREDIT SUISSE AG, as administrative agent and collateral agent (in such capacity and its successors in such capacity, the “**Administrative Agent**”), for the banks, financial institutions and other entities (the “**Lenders**”) from time to time parties to the Credit Agreement, dated as of February 13, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Grantor, the Lenders and the Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered that certain Guarantee and Collateral Agreement, dated as of February 13, made by each of the signatories thereto in favor of the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor pledged and granted to the Administrative Agent for the benefit of the Administrative Agent and the Lenders a continuing security interest in all Intellectual Property, including Trademarks and Trademark Licenses;

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 Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Qualified Counterparties to enter into the Specified Hedge Agreements and the Cash Management Banks to provide Cash Management Services with respect to the Specified Cash Management Obligations, the Grantor agrees, for the benefit of the Administrative Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. Grantor hereby pledges and grants a continuing security interest in all Grantor's right, title, and interest in and to any Trademarks (including, without limitation, those listed on Schedule A hereto and all proceeds, damages, royalties, payments and other income arising from any of the foregoing, *provided* that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill associated therewith, to the Administrative Agent for the benefit of the Administrative Agent and the Secured Parties to secure payment, performance and observance of the Grantor's Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby acknowledge that this security interest is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guarantee and Collateral Agreement and is not intended to increase, decrease, or alter in any way the rights, remedies, and obligations of the Grantor or the Administrative Agent set forth therein. In the event that any of the provisions of this Agreement are deemed to conflict with the provisions of the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral 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.

SECTION 6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[signature page follows]

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 date first above written.

ROUNDY'S SUPERMARKETS, INC.,
as Grantor

By: 
Name: Edward G. Kitz
Title: Group Vice President -
Legal, Risk and Treasury;
Corporate Secretary

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH, as Administrative
Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

[Signature Page to Grant of Security Interest in 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 date first above written.

ROUNDY'S SUPERMARKETS, INC.,
as Grantor

By: _____
Name:
Title:

**CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH,** as Administrative
Agent

By:  _____
Name: Shaheen Malik
Title: Vice President

By:  _____
Name: Kevin Buddhew
Title: Associate

[Signature Page to Grant of Security Interest in Trademark Rights]

SCHEDULE A

U.S. Trademark Registrations

<u>Title of Work</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Owner</u>
ADVANTAGE PLUS	1,964,854	04/02/1996	Roundy's Supermarkets, Inc.
CHEF'S GRILL & Design 3	3,520,207	10/21/2008	Roundy's Supermarkets, Inc.
COPPS KEY SAVING CLUB	2,213,971	12/29/1998	Roundy's Supermarkets, Inc.
CUT BACK and Design	3,430,520	5/20/2008	Roundy's Supermarkets, Inc.
Miscellaneous Design (Mor for Less logo)	1,755,950	03/02/1993	Roundy's Supermarkets, Inc.
MOR FOR LESS	1,805,581	11/16/1993	Roundy's Supermarkets, Inc.
OLD TIME	942,886	09/12/1972	Roundy's Supermarkets, Inc.
OLD TIME	1,612,551	09/11/1990	Roundy's Supermarkets, Inc.
OLD TIME	1,748,744	01/26/1993	Roundy's Supermarkets, Inc.
PICK 'N SAVE	1,443,606	06/16/1987	Roundy's Supermarkets, Inc.
PRICE LESS FOODS	1,857,394	10/04/1994	Roundy's Supermarkets, Inc.
RAINBOW	1,459,729	09/29/2007	Roundy's Supermarkets, Inc.
RAINBOW	1,248,298	08/16/1983	Roundy's Supermarkets, Inc.
RAINBOW FOODS & DESIGN	1,304,312	11/06/1984	Roundy's Supermarkets, Inc.
ROUNDY'S	937,195	07/04/1972	Roundy's Supermarkets, Inc.
ROUNDY'S	1,187,206	01/19/1982	Roundy's Supermarkets, Inc.
ROUNDY'S	1,254,205	10/18/1983	Roundy's Supermarkets, Inc.
ROUNDY'S	1,388,749	04/08/1986	Roundy's Supermarkets, Inc.
ROUNDY'S	1,412,925	10/14/1986	Roundy's Supermarkets, Inc.
ROUNDY'S	1,626,534	12/11/1990	Roundy's Supermarkets, Inc.
ROUNDY'S	1,703,187	07/28/1992	Roundy's Supermarkets, Inc.

ROUNDY'S	1,943,818	12/26/1995	Roundy's Supermarkets, Inc.
ROUNDY'S	1,966,793	04/09/1996	Roundy's Supermarkets, Inc.
SMP ADVERTISING	1,736,975	12/01/1992	Roundy's Supermarkets, Inc.
SPEED ZONE	3,088,671	5/2/2006	Roundy's Supermarkets, Inc.
SPEED ZONE SELF-CHECKOUT & DESIGN	3,017,766	11/22/2005	Roundy's Supermarkets, Inc.
SUNNY VALLEY	3,304,665	10/2/2007	Roundy's Supermarkets, Inc.