

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s): <p align="center">ShopKo Stores Operating Co., LLC 700 Pilgrim Way Green Bay, Wisconsin 54304</p>		2. Name and address of receiving party(ies) <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No Name: <u>Wells Fargo Bank, National Association, as Agent</u> Internal Address: _____ Street Address: <u>One Boston Place, Suite 1800</u> City: <u>Boston</u> State: <u>MA</u> Country: <u>USA</u> Zip: <u>02108</u>	
<input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other: <u>LLC</u> Citizenship (see guidelines) <u>Delaware</u> Execution Date(s) <u>February 7, 2012</u> Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship Michigan <input checked="" type="checkbox"/> Other <u>Nation Association</u> Citizenship If assignee is not domiciled in the United States, a domestic representative designation is attached. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)	
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____		4. Application number(s) or registration number(s) and identification or description of the Trademark. A. Trademark Application No.(s) See Attached Schedule A B. Trademark Registration No.(s) See Attached Schedule A1 Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)			
5. Name address of party to whom correspondence concerning document should be mailed: Name: <u>Susan O'Brien</u> Internal Address: <u>UCC Direct Services</u> Street Address: <u>187 Wolf Road, Suite 101</u> City: <u>Albany</u> State: <u>NY</u> Zip: <u>12205</u> Phone Number: <u>800-342-3676</u> Fax Number: <u>800-962-7049</u> Email Address: <u>cls-udsalbany@wolterskluwers.com</u>		6. Total number of applications and registrations involved: 13	
		7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ <u>340.00</u> <input type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed	
		8. Payment Information: a. Credit Card Last 4 Numbers <u>1640</u> Expiration Date <u>10/13</u> b. Deposit Account Number _____ Authorized User Name: _____	
9. Signature: <u>Mercedes Farinas</u> <p align="center">Signature</p> <p align="center">Mercedes Farinas Name of Person Signing</p>		<u>2/8/12</u> <p align="center">Date</p> Total number of pages including cover sheet, attachments, and document. 5	

Documents to be recorded (including cover sheet) should be faxed to (703) 308-8995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$340.00 8501391

SCHEDULE A

Trademarks

<u>Mark</u>	<u>Registration Number/ Application Number</u>	<u>Registration Date/ Application Date</u>
A CHARMING IDEA!	3,828,289	8/3/2010
BAILEY'S PT.	3,921,778	2/22/2011
BATH, BODY, ETC.	3,767,757	3/30/2010
ENVISION STUDIO	3,838,981	8/24/2010
GOURMETLIVING	4,057,731	11/15/2011
PEANUT & OLLIE	3,832,839	8/10/2010
ROCK VALLEY SNACK COMPANY	4,075,110	12/20/2011
SHOPKO HOMETOWN	3,988,889	7/5/2011
SHOPKO RX CARE	4,032,544	9/27/2011
SOFT SENSATIONS	3,784,156	5/4/2010
TRIMMERRY	3,967,671	5/24/2011
GOURMETLIVING	85/013,919	4/14/2010
RX CARE SHOPKO	85/163,927	4/19/2011

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, SHOPKO STORES OPERATING CO., LLC, a Delaware limited liability company (the "Grantor"), hereby grants to WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as agent (in such capacity, the "Grantee"), a continuing security interest in and a general lien upon, and a conditional assignment of, all of Grantor's now existing or hereafter acquired right, title, and interest in and to: (a)(i) all of Grantor's trademarks, tradenames, trade styles and service marks and all applications for registration, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any state thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Schedule A hereto, together with all rights and privileges arising under applicable law with respect to Grantor's use of any trademarks, tradenames, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, tradenames, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Trademarks, (d) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (e) the right to sue for past, present and future infringements thereof; (f) all rights corresponding thereto throughout the world; and (g) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Grantor against third parties for past or future infringement of the Trademarks.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Third Amended and Restated Loan and Security Agreement, dated as of February 7, 2012, by and among, among others, Grantor and Grantee (the "Loan Agreement")) of the Grantor. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Second Amended and Restated Trademark Collateral Assignment and Security Agreement by the Grantor in favor of the Grantee, dated as of February 7, 2012 (as amended, modified, restated and/or supplemented from time to time, the "Trademark Agreement"), all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Trademark Agreement, the provisions of the Trademark Agreement shall govern. This Grant, as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated, refinanced, restructured or replaced, is a Financing Agreement (as such term is defined in the Loan Agreement).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 7th day of February, 2012.

SHOPKO STORES OPERATING CO., LLC,
as Grantor

By: Mary Meixelsperger
Name: Mary Meixelsperger
Title: Executive Vice President and CFO

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Agent
as Grantee

By: _____
Name: Jason B. Searle
Title: Director

[Short-Form Trademark Security Agreement]

TRADEMARK
REEL: 004716 FRAME: 0730

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 1st day of February, 2012.

SHOPKO STORES OPERATING CO., LLC,
as Grantor

By: _____
Name: Mary Meixelsperger
Title: Executive Vice President and CFO

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Agent
as Grantee

By: 
Name: Jason B. Scarie
Title: Director

[Short-Form Trademark Security Agreement]