

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest in US Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Winn-Dixie Procurement, Inc.		03/09/2012	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Deutsche Bank Trust Company Americas, as collateral agent		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0175331	BLUE BAY	
CORRESPONDENCE DATA			
Fax Number:	(212)354-8113		
Phone:	2128198200		
Email:	fcutajar@whitecase.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	White & Case LLP		
Address Line 1:	1155 Avenue of the Americas		
Address Line 2:	Patents & Trademarks		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	1111779-2135		
NAME OF SUBMITTER:	Frances B. Cutajar		
Signature:	/Frances B. Cutajar/		

OP \$40.00 0175331

Date:

03/12/2012

Total Attachments: 5

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GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Winn-Dixie Procurement, Inc., a Florida corporation (the "Grantor") with principal offices at 5050 Edgewood Court, Jacksonville, FL 32254-3699, hereby grants to Deutsche Bank Trust Company Americas, as Collateral Agent, with principal offices at 60 Wall Street, New York, NY 10006 (the "Grantee"), a continuing security interest in (i) all of the Grantor's right, title and interest in, to and under the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE GRANTEE PURSUANT TO THIS GRANT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE GRANTEE HEREUNDER, ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF FEBRUARY 3, 2011 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), AMONG THE GRANTEE, AS THE ABL FACILITY COLLATERAL AGENT, WELLS FARGO BANK, NATIONAL ASSOCIATION, AS TRUSTEE AND AS SENIOR SECURED NOTES AGENT AND THE GRANTORS (AS DEFINED THEREIN) FROM TIME TO TIME PARTY THERETO. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THE TERMS OF THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of March 9, 2012 (as amended, modified, restated and/or supplemented from time to time, the "Security

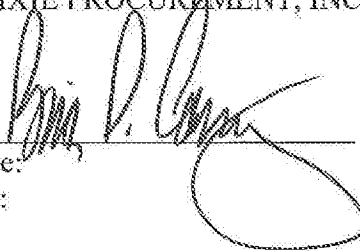
Agreement”). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security 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 Security Agreement, the provisions of the Security Agreement shall govern.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the
9th day of March, 2012.


WINN-DIXIE PROCUREMENT, INC., Grantor

By: 
Name:
Title:

Signature page to Winn-Dixie Procurement, Inc. TM Grant

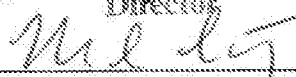
TRADEMARK
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DEUTSCHE BANK TRUST COMPANY
AMERICAS,
as Collateral Agent and Grantee

By: 

Name: **Dusan Lazarevic**

Title: **Director**

By: 

Name: **Michael Getz**

Title: **Vice President**

SCHEDULE A

1. Owned Registered Marks and Applications:

Trademark	Owner	Jurisdiction	Serial/ Registration No.	Filing/Registration Date
Blue Bay	Winn-Dixie Procurement, Inc.	U.S.	Serial No. 71/180,209 Reg. No. 175,331	Filing Date 5/5/1923 Reg. Date 11/6/1923