

TRADEMARK ASSIGNMENT

Electronic 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
Winn-Dixie Procurement, Inc.		03/09/2012	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	750 N. Saint Paul Place, Suite 1750		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0175331	BLUE BAY	
CORRESPONDENCE DATA			
Fax Number:	(949)475-4754		
Phone:	949-451-3800		
Email:	skann@gibsondunn.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:	Stephanie S. Kann, Senior Paralegal		
Address Line 1:	3161 Michelson Drive		
Address Line 2:	Gibson, Dunn & Crutcher LLP		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	56362-00002		
NAME OF SUBMITTER:	Stephanie S. Kann		
Signature:	/stephanie s. kann/		

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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 hereby grants to Wells Fargo Bank, National Association, as Collateral Agent, with principal offices at 750 N. Saint Paul Place, Suite 1750, Dallas, Texas, 75201 (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, DEUTSCHE BANK TRUST COMPANY AMERICAS, AS THE ABL FACILITY COLLATERAL 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: Brian P. Carney

Title: Vice President

WELLS FARGO BANK, NATIONAL
ASSOCIATION,
as Collateral Agent and Grantee

By: 
Name: Patrick Giordano
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