

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT																																	
NATURE OF CONVEYANCE:	SECURITY INTEREST																																	
CONVEYING PARTY DATA																																		
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Haggen, Inc.</td> <td></td> <td>08/02/2012</td> <td>CORPORATION: WASHINGTON</td> </tr> <tr> <td>Haggen Acquisition LLC</td> <td></td> <td>08/02/2012</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </tbody> </table>	Name	Formerly	Execution Date	Entity Type	Haggen, Inc.		08/02/2012	CORPORATION: WASHINGTON	Haggen Acquisition LLC		08/02/2012	LIMITED LIABILITY COMPANY: DELAWARE																						
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Haggen Acquisition LLC		08/02/2012	LIMITED LIABILITY COMPANY: DELAWARE																															
RECEIVING PARTY DATA																																		
Name:	Citibank, N.A., as Administrative Agent																																	
Street Address:	153 East 53rd Street																																	
Internal Address:	21st Floor																																	
City:	New York																																	
State/Country:	NEW YORK																																	
Postal Code:	10022																																	
Entity Type:	National Banking Association: UNITED STATES																																	
PROPERTY NUMBERS Total: 10																																		
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CORRESPONDENCE DATA																																		

CH \$265.00 85384653

Fax Number: 3026365454

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 800-927-9801 x2348

Email: jpaterso@cscinfo.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:

301817-005

NAME OF SUBMITTER:

Jean Paterson

Signature:

/jep/

Date:

08/14/2012

Total Attachments: 15

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**GRANT OF SECURITY INTEREST IN COPYRIGHT, PATENT
AND TRADEMARK RIGHTS**

THIS GRANT OF SECURITY INTEREST IN COPYRIGHT, PATENT AND TRADEMARK RIGHTS (this “**Agreement**”), dated as of August 2, 2012 is made by **HAGGEN, INC.** (“**Company**”), a Washington corporation, with offices at 2211 Rimland, Bellingham, Washington 98226 and **HAGGEN ACQUISITION LLC** (“**Haggen LLC**”), a Delaware limited liability company with offices at c/o Comvest Investment, 525 Okeechobee Boulevard, Suite 1050, West Palm Beach, FL 33401 (Company and Haggen LLC, collectively, the “**Grantors**”), in favor of **CITIBANK, N.A.**, with offices at 153 East 53rd Street, 21st floor, New York, NY 10022, as Administrative Agent (in such capacity, the “**Administrative Agent**”) for the Lenders (as defined below), in accordance with the Amended and Restated Revolving Credit Agreement, dated as of August 2, 2012 (as further amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the borrowers party thereto, the lenders party thereto (“**Lenders**”), and the Administrative Agent, for itself and as agent for the Lenders.

WITNESSETH:

WHEREAS, in connection with the Credit Agreement, Grantors have executed and delivered a Guarantee and Collateral Agreement, dated as of August 2, 2012, in favor of the Administrative Agent and Lenders (together with all amendments, restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “**Guaranty Agreement**”);

WHEREAS, pursuant to the Guaranty Agreement, each Grantor has agreed to grant to the Administrative Agent for the benefit of the Administrative Agent and Lenders, a continuing security interest in all Intellectual Property, including, without limitation, the Trademarks; and

WHEREAS, each 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 Administrative Agent and Lenders to enter into the Credit Agreement, and to secure the Obligations, each Grantor agrees, for the benefit of the Administrative Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Guaranty Agreement.

SECTION 2. Notice of Grant of Security Interest. Pursuant to the Guaranty Agreement, the Grantors assign and grant to the Administrative Agent, for its benefit and the benefit of the Lenders, and to secure the prompt and complete payment and performance of all Obligations, a security interest in all of its right, title and interest in, to and under the Grantors’ Copyrights, Patents and Trademarks (including, without limitation, those items listed on Schedule A hereto),

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and/or United States Copyright Office. The security interest granted hereby has been granted to the Administrative Agent for its benefit and the benefit of the Lenders in connection with the Guaranty Agreement and is expressly subject to the terms and conditions thereof. The Guaranty Agreement (and all rights and remedies of the Administrative Agent and the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Grantors do hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent and the Lenders with respect to the security interest in the Copyrights, Patents and Trademarks granted hereby are more fully set forth in the Guaranty Agreement, the terms and provisions of which (including, without limitation, the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guaranty Agreement, the terms of the Guaranty Agreement shall govern.

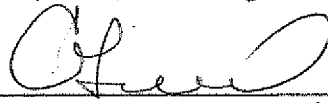
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of page intentionally left blank; Signatures appear on following page.]

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.

GRANTORS:

HAGGEN, INC., a Washington Corporation

By: 
Name: CLARENCE GABRIEL
Title: CEO

HAGGEN ACQUISITION, LLC, a
Delaware limited liability company

By: _____
Name:
Title:

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.

GRANTORS:

HAGGEN, INC., a Washington Corporation

By: _____
Name:
Title:

HAGGEN ACQUISITION, LLC, a
Delaware limited liability company


By: 
Name: **RON STEVENS**
Title: **CFO**

Schedule A

PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES

TRADEMARKS:

MARK	JURISDICTION	APP. NO.	FILING DATE	REG. NO.	REG. DATE	GOODS/SERVICES	STATUS	OWNER
NORTHWEST FRESH	US	85384653	7/29/2011	n/a	n/a	Class 35: Retail grocery store services; retail pharmacy and drug store services; retail bakery; retail shop featuring flowers; retail store services featuring a wide variety of packaged, prepared and fresh food and beverages	Pending; Published for opposition 06/12/2012	Haggen, Inc.
HAGGEN TRADING POST	US	85591687	4/6/2012	n/a	n/a	Class 35: Retail discount store services in the field of general consumer merchandise and food; Retail variety stores	Pending; Awaiting first action.	Haggen, Inc.
GRANDMA HAGGEN	US	85384659	7/29/2011	n/a	n/a	Class 35: Retail grocery store services; retail pharmacy and drug store services; retail bakery; retail shop featuring flowers; retail store services featuring a wide variety of packaged, prepared and fresh food and beverages	Allowed; Statement of Use/Extension of Time due 10/17/2012	Haggen, Inc.

MARK	JURISDICTION	APP. NO.	FILING DATE	REG. NO.	REG. DATE	GOODS/SERVICES	STATUS	OWNER
HAGGEN. WHERE YOUR BEST MEALS BEGIN	US	78916003	6/23/2006	3442890	6/3/2008	Class 35: retail grocery store services; retail pharmacy and drug store services; retail bakery; retail delicatessen; retail shop featuring flowers; retail store services featuring a wide variety of packaged, prepared and fresh food and beverages; retail coffee shop services; online retail shop featuring umbrellas, computer bags, coffee cups, lunch boxes, calculators, pens and pencils, clothing	Section 8 & 15 Declaration due between 6/3/2013 and 6/3/2014	Haggen, Inc.
	US	77375751	1/18/2008	3519493	10/21/2008	Class 35: Retail grocery store services; retail pharmacy and drug store services; retail bakery; retail delicatessen; retail shop featuring flowers; retail store services featuring a wide variety of packaged, prepared and fresh food and beverages; online retail shop featuring umbrellas, computer bags, coffee cups, lunch boxes, calculators, pens, pencils and clothing	Section 8 & 15 Declaration due between 10/21/2013 and 10/21/2014	Haggen, Inc.

MARK	JURISDICTION	APP. NO.	FILING DATE	REG. NO.	REG. DATE	GOODS/SERVICES	STATUS	OWNER
QUALITY IN THE BAG. SAVINGS IN THE BILL.	US	77375679	1/18/2008	3519492	10/21/2008	Class 35: Retail grocery store services; retail pharmacy and drug store services; retail bakery; retail delicatessen; retail shop featuring flowers; retail store services featuring a wide variety of packaged, prepared and fresh food and beverages; online retail shop featuring umbrellas, computer bags, coffee cups, lunch boxes, calculators, pens, pencils and clothing	Section 8 & 15 Declaration due between 10/21/2013 and 10/21/2014	Haggen, Inc.
NORTHWEST TABLE	US	77096852	2/1/2007	3328565	11/6/2007	Class 16: Printed materials, namely newsletters and magazines in the fields of information about grocery stores, restaurant services, pharmacies, food preparation, recipes, food and beverage selection, nutrition, health, entertainment, local activities and discounts on foods and household products	Section 8 & 15 Declaration due between 11/6/2012 and 11/6/2013	Haggen, Inc.
HAGGEN	US	76125400	9/8/2000	2478119	8/14/2001	Class 35: Retail grocery store services	Section 8 & 9 Declaration due between 8/14/2020 and 8/14/2021	Haggen, Inc.

MARK	JURISDICTION	APP. NO.	FILING DATE	REG. NO.	REG. DATE	GOODS/SERVICES	STATUS	OWNER
C.A.R.D.	US	75413411	12/31/1997	2290878	11/9/1999	Class 42: Security services, namely, the assignment of membership identification numbers to affix to valuables and to attach to key rings to facilitate their recovery following loss or theft	Section 8 & 9 Declaration due between 11/9/2018 and 11/9/2019	Haggen, Inc.
C.A.R.D.	US	75413410	12/31/1997	2262455	7/20/1999	Class 35: retail grocery stores featuring a discount card program, consumer sweepstakes, and incentive award programs; promoting the goods and services of others through the distribution of discount membership cards	Section 8 & 9 Declaration due between 7/20/2018 and 7/20/2019	Haggen, Inc.
BELLA TERRA	Oregon	n/a	n/a	T38822	12/14/2005	30: baked goods, bread	renewal due 12/14/2015	Haggen, Inc.
FAMILY MEALTIME	Oregon	n/a	n/a	T40517	7/21/2008	16: booklets, pamphlets, brochures, hand outs and written articles, menus, shopping lists, recipes and printed educational materials	renewal due 07/21/2013	Haggen, Inc.
FIVE STAR	Oregon	n/a	n/a	T40364	4/2/2008	29: meat	renewal due 04/02/2013	Haggen, Inc.
FIVE STAR GENUINE ANGUS BEEF	Oregon	n/a	n/a	T40116	10/29/2007	29: meat	renew due 10/29/2012	Haggen, Inc.
MARKET STREET CAFÉ	Oregon	n/a	n/a	S35720	3/7/2002	135/142: food service, preparation of food, serving food, delivery, retail grocery store services, food court	renewal due 03/07/2017	Haggen, Inc.

MARK	JURISDICTION	APP. NO.	FILING DATE	REG. NO.	REG. DATE	GOODS/SERVICES	STATUS	OWNER
MARKET STREET CATERING	Oregon	n/a	n/a	S35721	3/7/2002	135/142: retail grocery store services, carry-out and off-premise catering food service, promotion of goods and service delivery	renewal due 03/07/2017	Haggen, Inc.
NW GROWN and design	Oregon	n/a	n/a	S40516	7/21/2008	31/35: retail grocery, pharmacy and drug store services, retail bakery, delicatessen, retail flower shop, wide variety of packaged, prepared and fresh food and beverages, retail coffee shop, fresh fruits, vegetables, produce, nuts, herbs, hops, edible oils, seafood, poultry, beer, wine, cheese	renewal due 07/21/2013	Haggen, Inc.
SCHOOL BUCKS	Oregon	n/a	n/a	S40276	1/22/2008	36: charitable fundraising	renewal due 1/22/2013	Haggen, Inc.
SPLASH	Oregon	n/a	n/a	S40519	7/22/2008	31/35: retail grocery, pharmacy and drug store services, retail bakery, delicatessen, retail flower shop, wide variety of packaged, prepared and fresh food and beverages, retail coffee shop, fresh fruits, vegetables, produce, nuts, herbs, hops, edible oils, seafood, poultry, beer, wine, cheese	renewal due 07/22/2013	Haggen, Inc.

MARK	JURISDICTION	APP. NO.	FILING DATE	REG. NO.	REG. DATE	GOODS/SERVICES	STATUS	OWNER
SPLASH and design (character costume)	Oregon	n/a	n/a	S40518	7/22/2008	35: retail grocery, pharmacy and drug store services, retail bakery, delicatessen, retail flower shop, wide variety of packaged, prepared and fresh food and beverages, retail coffee shop, fresh fruits, vegetables, produce, nuts, herbs, hops, edible oils, seafood, poultry, beer, wine, cheese	renewal due 07/22/2013	Haggen, Inc.
TASTE THE DIFFERENCE	Oregon	n/a	n/a	T40286	2/1/2008	29: meat	renewal due 02/01/2013	Haggen, Inc.
WELL AWARE	Oregon	n/a	n/a	S37436	1/21/2004	141: providing dietary and nutritional educational information, programs and seminars	renewal 01/21/2014	Haggen, Inc.
WHERE YOUR BEST MEALS BEGIN	Oregon	n/a	n/a	T39367	8/1/2006	135: retail grocery store services; retail pharmacy and drug store services; retail bakery; retail delicatessen; retail shop featuring flowers; retail store services featuring a wide variety of packaged, prepared and fresh food and beverages; online retail shop featuring umbrellas, computer bags, coffee cups, lunch boxes, calculators, pens and pencils, clothing	renewal due 08/01/2016	Haggen, Inc.
BELLA TERRA	Washington	n/a	n/a	32642	10/22/2004	30: baked goods; bread	renewal due 10/22/2014	Haggen, Inc.

MARK	JURISDICTION	APP. NO.	FILING DATE	REG. NO.	REG. DATE	GOODS/SERVICES	STATUS	OWNER
FAMILY MEALTIME	Washington	n/a	n/a	52769	7/21/2008	16: booklets, pamphlets, brochures, handouts, written articles, menus, shopping lists, recipes and printed educational materials	renewal due 07/21/2013	Haggen, Inc.
FIVE STAR	Washington	n/a	n/a	52533	4/2/2008	29: meats	renewal due 04/02/2013	Haggen, Inc.
FIVE STAR GENUINE ANGUS BEEF	Washington	n/a	n/a	52102	10/8/2007	29: meat	renew due 10/08/2012	Haggen, Inc.
MARKET STREET CAFÉ	Washington	n/a	n/a	30405	3/6/2003	35: food service, food preparation and service of food, delivery, food court, retail grocery store services	renewal due 03/06/2013	Haggen, Inc.
MARKET STREET CATERING	Washington	n/a	n/a	30404	3/6/2003	35: food service, carry out and off premise catering, promotion of goods and services, retail grocery store services, delivery	renewal due 03/06/2013	Haggen, Inc.
NW GROWN and design	Washington	n/a	n/a	52763	7/21/2008	31: fresh fruits, fresh vegetables, produce, nuts, herbs, hops, edible oil, seafood, poultry, beer, wine, cheese and grocery items	renewal due 07/21/2013	Haggen, Inc.
NW GROWN and design	Washington	n/a	n/a	52761	7/21/2008	35: retail grocery store, pharmacy, drug store, bakery, delicatessen, florist, and retail store selling a variety of packaged, prepaid and fresh food and beverages, and retail coffee shop	renewal due 07/21/2013	Haggen, Inc.
SCHOOL BUCKS	Washington	n/a	n/a	52329	1/22/2008	36: charitable fund-raising	renewal due 01/22/2013	Haggen, Inc.

MARK	JURISDICTION	APP. NO.	FILING DATE	REG. NO.	REG. DATE	GOODS/SERVICES	STATUS	OWNER
SPLASH	Washington	n/a	n/a	52766	7/21/2008	35: retail grocery store, pharmacy, drug store, bakery, delicatessen, florist, and retail store selling a variety of packaged, prepaid and fresh food and beverages, and retail coffee shop	renewal due 07/21/2013	Haggen, Inc.
SPLASH	Washington	n/a	n/a	52765	7/21/2008	41: entertainment in the nature of performances by a mascot or costumed character	renewal due 07/21/2013	Haggen, Inc.
SPLASH and design (character costume)	Washington	n/a	n/a	52767	7/21/2008	35: retail grocery store, pharmacy, drug store, bakery, delicatessen, florist, and retail store selling a variety of packaged, prepaid and fresh food and beverages, and retail coffee shop	renewal due 07/21/2013	Haggen, Inc.
SPLASH and design (character costume)	Washington	n/a	n/a	52768	7/21/2008	41: entertainment in the nature of performances by a mascot or costumed character	renewal due 07/21/2013	Haggen, Inc.
TASTE THE DIFFERENCE	Washington	n/a	n/a	52361	2/1/2008	29: meat	renewal due 02/01/2013	Haggen, Inc.
TOP FOOD & DRUG CONNECTION	Washington	n/a	n/a	52885	9/23/2008	35: retail grocery store services, arranging and conducting incentive reward programs to promote the sale of groceries	renewal due 9/23/2013	Haggen, Inc.
TOP FOODS	Washington	n/a	n/a	13360		42: grocery store, variety and fast food service	renewal due 04/14/2013	Haggen, Inc.

MARK	JURISDICTION	APP. NO.	FILING DATE	REG. NO.	REG. DATE	GOODS/SERVICES	STATUS	OWNER
TOP	Washington	n/a	n/a	52369	1/22/2008	35: retail grocery store, pharmacy, drug store, bakery, delicatessen, flower shop, retail store selling packaged, prepared and fresh food and beverages, and on-line retail shop	renewal due 01/22/2013	Haggen, Inc.
WELL AWARE	Washington	n/a	n/a	32058	1/21/2004	41: providing dietary and nutritional educational information, programs and services	renewal due 01/21/2014	Haggen, Inc.
WHERE YOUR BEST MEALS BEGIN	Washington	n/a	n/a	51030	7/27/2006	35: retail grocery store services, retail pharmacy and drug store services, retail bakery, retail delicatessen, retail shop featuring flowers, retail store services featuring a wide variety of packaged, prepared and fresh food and beverages, online retail shop featuring umbrellas, computer bags, coffee cups, lunch boxes, calculators, pens and pencils, clothing	renewal due 07/27/2016	Haggen, Inc.

PATENTS: None.

COPYRIGHTS: None.