

Form PTO-1594 (Rev. 06/04)  
OMB Collection 0651-0027 (ex p. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

**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):**

Shaw's Supermarkets, Inc.

- Individual(s)
- General Partnership
- Corporation
- Limited Liability Company
- Association
- Limited Partnership

Citizenship: MA

Execution Date(s) August 30, 2012

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes

No

Name: Wells Fargo Bank, National Association

Internal  
Address:

Street Address: One Boston Place, 18<sup>th</sup> Floor

City: Boston

State: MA

Country: USA Zip: 02108

Association Citizenship: USA

General Partnership Citizenship:

Limited Partnership Citizenship:

Corporation Citizenship:

Other \_\_\_\_\_ Citizenship:

If assignee is not domiciled in the United States, a domestic representative designation is attached.  Yes  No  
(Designations must be a separate document from assignment)

**3. Nature of conveyance:**

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

**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 A

Additional sheet(s) attached?  Yes  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: Susan O'Brien

Internal Address: QT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbanv@wolterskluwer.com

**6. Total number of applications and registrations involved:**

7

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$190.00**

Authorized to be charged by credit card

Authorized to be charged to deposit account

Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers 1640

Expiration Date 10/13

b. Deposit Account Number

Authorized User Name:

**9. Signature:**

Kareem Ansley  
Signature

October 26, 2012  
Date

Kareem Ansley  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6895, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$190.00 3668575

SCHEDULE A

<b>Mark</b>	<b>Owner</b>	<b>Status</b>	<b>Registration/ Application No.</b>	<b>Registration/File Date</b>
Shaw's	Shaw's Supermarkets, Inc.	Registered/ Active	3668575	Aug 18 2009
Shaw's	Shaw's Supermarkets, Inc.	Registered/ Active	3401015	Mar 3 2008
Shaw's & Design	Shaw's Supermarkets, Inc.	Registered/ Active	1228764	Feb 22 1983
Shaw's Leaf Design	Shaw's Supermarkets, Inc.	Registered/ Active	2959059	Jun 7 2005
Shaw's Marketfresh	Shaw's Supermarkets, Inc.	Registered/ Active	2638924	Oct 22 2002
SHAW'S REWARDS CARD	Shaw's Supermarkets, Inc.	Registered/ Active	2616939	Sep 10 2002
Shaw's S & Design	Shaw's Supermarkets, Inc.	Registered/ Active	1187005	Jan 19 1982

GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, SHAW'S SUPERMARKETS, INC., a Massachusetts corporation (the "Grantor"), hereby grants to WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as administrative agent (in such capacity, the "Grantee"), a continuing security interest in (a) all of the Grantor's right, title and interest in, to and under to the United States trademarks, tradenames, trade styles and service marks and all trademark registrations and use-based trademark applications and recordings (the "Marks") set forth on Schedule A attached hereto, (b) all rights and privileges arising under applicable law with respect to Grantor's use of any Marks, and all reissues, extensions, continuation and renewals thereof, (c) all prints and labels on which any Marks have appeared or will appear, and all designs and general intangibles of a like nature; (d) the goodwill of the business symbolized by each of the Marks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Marks, and (e) all rights corresponding thereto.

THIS GRANT is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor, as such term is defined in the Security Agreement by, among others, the Grantor and the Grantee, dated as of August 30, 2012 (as amended, modified, restated and/or supplemented from time to time, 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.

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IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 30 day of August, 2012.

SHAW'S SUPERMARKETS, INC., as Grantor

By: John F. Boyd


Name: John F. Boyd

Title: Vice President and Treasurer

Grant of Security Interest (Trademarks) - Shaw's Supermarkets, Inc.

**TRADEMARK**  
**REEL: 004893 FRAME: 0702**

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Grantee

By:   
Name: William Chan  
Title: Director

Grant of Security Interest (Trademarks) - Shaw's Supermarkets, Inc.