

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Harp's Food Stores, Inc.		09/28/2012	COMPANY: UNITED STATES
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	135 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4011704	HARPS	
Registration Number:	1262710	PRICE CUTTER FOOD WAREHOUSE	
Registration Number:	1823340	PRICE CUTTER	
Registration Number:	2077337	MARTHA HARP'S	
CORRESPONDENCE DATA			
Fax Number:	3142592719		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	kahonold@bryancave.com		
Correspondent Name:	Benjamin J. Sodey		
Address Line 1:	Bryan Cave LLP		
Address Line 2:	211 N. Broadway, Suite 3600		
Address Line 4:	St. Louis, MISSOURI 63102		
ATTORNEY DOCKET NUMBER:	0125166		
NAME OF SUBMITTER:	Benjamin J. Sodey		

CH \$115.00 4011704

TRADEMARK

Signature:	/Benjamin J. Sodey/
Date:	11/12/2012
Total Attachments: 9 source=Harp's IP Security Agreement#page1.tif source=Harp's IP Security Agreement#page2.tif source=Harp's IP Security Agreement#page3.tif source=Harp's IP Security Agreement#page4.tif source=Harp's IP Security Agreement#page5.tif source=Harp's IP Security Agreement#page6.tif source=Harp's IP Security Agreement#page7.tif source=Harp's IP Security Agreement#page8.tif source=Harp's IP Security Agreement#page9.tif	

**AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (as may be amended, supplemented and otherwise modified from time to time, "IP Security Agreement") is made and effective as of February 24, 2012, by **HARP'S FOOD STORES, INC.** (including any successor or permitted assignee thereof, "Grantor"), in favor of **BANK OF AMERICA, N.A.** (including any successor, participant, assignee or transferee thereof, "Agent"), as administrative agent for itself and the Lenders (as defined in the Credit Agreement referred to below).

RECITALS

WHEREAS, Grantor, Harp's Food Stores, Inc. ("Harp's") and each direct and indirect Subsidiary of Grantor (each, a "Borrower"; collectively, the "Borrowers") desire and have applied to Agent and the Lenders for a credit facility pursuant to which up to \$95,250,000 can be borrowed from time to time; and

WHEREAS, pursuant to that certain Third Amended and Restated Financing Agreement by and among Borrowers, Lenders and Agent dated as of February 24, 2012 (as may be amended from time to time, "Loan Agreement"), pursuant to the Loan Agreement, the Borrowers have delivered a Security Agreement (as defined in the Loan Agreement) encumbering all of Grantor's tangible and intangible personal property assets in favor of Agent for the benefit of Agent and the Lenders; and

WHEREAS, under the terms of the Security Agreement, Grantor has agreed to assign certain intellectual property to Agent for purposes of securing the obligations to Agent and the Lenders under the Loan Agreement and related Loan Documents;

WHEREAS, pursuant to Section 5.01(m) of the Loan Agreement, Grantor has agreed to take any and all further actions which may be required under applicable law, or which Agent or any Lender may from time to time reasonably request, in order to effectuate the transactions contemplated by the Loan Agreement and the other Transaction Documents (as defined in the Loan Agreement); and

WHEREAS, Grantor has determined that it is in its best interest to execute this IP Security Agreement inasmuch as Grantor will derive substantial direct and indirect benefits from the funding of the Advances by Agent pursuant to the Loan Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantor and Agent hereby agree as follows:

1. Grant. Grantor hereby grants to Agent an absolute, present, unconditional, continuing first priority security interest in and to Grantor's entire right, title and interest in and to the following property and rights (collectively, the "Collateral"):

(a) The U.S., state and foreign copyrights, associated copyright registrations and applications for copyright registration, and copyright licenses set forth on Schedule A attached hereto (collectively, the "Copyrights"); and

(b) The U.S., state and foreign patents and patent applications, and patent licenses set forth on Schedule B attached hereto, including, without limitation, improvements, divisions,

continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"); and

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications (except for "intent to use" applications for trademark or service mark applications filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of said Act has been filed), and trademark and service mark licenses set forth on Schedule C attached hereto (including all associated goodwill, collectively, the "Trademarks"); and

(d) Any and all claims and causes of action for past, present or future infringement of any of the Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the Collateral; and

(e) Any and all licenses or rights granted under any of the Collateral, and all license fees and royalties arising from such licenses or rights, to the extent permitted by such licenses or rights; and

(f) Any and all amendments, renewals, extensions, reissues and replacements of any of the Collateral; and

(g) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authorities to which this IP Security Agreement is submitted) to file and record this IP Security Agreement (and any corresponding or separate application forms of such jurisdiction) in order to publicly reflect Agent's interest in the Collateral.

3. Assignment. Upon the occurrence of an Event of Default (as defined in the Security Agreement), Grantor shall execute and deliver to Agent an absolute assignment transferring its entire right, title, and interest in and to the Collateral to Agent.

4. Power of Attorney. Grantor hereby irrevocably grants Agent a power of attorney, to act as Grantor's attorney-in-fact, with full authority in the name, place and stead of Grantor, from time to time in Agent's reasonable discretion regardless of whether a Default or Event of Default is occurring:

(a) To modify or amend (in Agent's sole discretion and without first obtaining Grantor's approval of or signature thereto) Schedule A, Schedule B, and/or Schedule C hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by Grantor after the execution hereof or to delete any reference to any Collateral in which Grantor no longer has or claims any right, title or interest; and

(b) To execute, file and pursue (in Agent's sole discretion and without first obtaining Grantor's approval of or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect Agent's interest or Grantor's rights in the Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of

applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; and

(c) To execute any assignment or other document required to acknowledge, register or perfect Agent's interest in any part of the Collateral without the signature of Grantor unless prohibited by applicable law.

Grantor also hereby irrevocably grants Agent a power of attorney, to act as Grantor's attorney-in-fact, with full authority in the name, place and stead of Grantor, from time to time in Agent's discretion after the occurrence and during the continuance of a Default or an Event of Default, to take any other action and to execute any other instrument which Agent may deem reasonably necessary or advisable to accomplish the purposes of the Security Agreement or this IP Security Agreement.

The foregoing power of attorney is coupled with an interest and is irrevocable but will terminate upon the termination of the Security Agreement.


5. Release. The security interest granted herein will terminate (and all rights to the Collateral will revert to Grantor) upon satisfaction of the following conditions: (a) payment and performance in full of all the obligations secured hereby (unconditionally and indefeasibly) and (b) the termination of the Loan Agreement (and the facilities thereunder). Upon any such termination, Agent (at Grantor's request and sole expense) will execute and deliver to Grantor (without any representation, warranty or recourse of any kind whatsoever) such documents as Grantor may reasonably request and provide to Agent to evidence such termination.

6. Miscellaneous. This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Agent under the Security Agreement. The rights and remedies of Grantor and Agent with respect to the security interest granted herein are in addition and without prejudice to those set forth in the Security Agreement and the Loan Agreement, all terms and provisions of which are hereby incorporated herein by reference. This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document; each such counterpart will be deemed to be an original but all counterparts together will constitute one and the same instrument. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Security Agreement or the Loan Agreement, the provisions of the Security Agreement or Loan Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement, as an instrument under seal (whether or not any such seals are physically attached hereto), through their duly authorized officers, as of the date first written above.

HARP'S FOOD STORES, INC.

(as Grantor)

By: 

Name: Roger Collins

Title: President and Chief Executive Officer

Address: 918 Gutensohn
Springdale, AR 72762

Facsimile: (501) 751-2343

BANK OF AMERICA, N.A. as Agent

By: _____
Name: _____
Title: _____

Address: Bank of America, N.A.
135 South LaSalle Street
Mail Code: IL4-135-05-41
Chicago, IL 60603
Attention: Agency Management

Facsimile: (877)206-1766

ACKNOWLEDGMENT

STATE OF Arkansas :
 : SS
COUNTY OF Washington :

Before me, the undersigned, a Notary Public, on this 28 day of September, 2012, personally appeared Roger Collins to me known personally, who, being by me duly sworn, did say that he is the President and Chief Executive Officer of HARP'S FOOD STORES, INC., and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said HARP'S FOOD STORES, INC. by authority of its board of directors, and the said President and Chief Executive Officer acknowledged said instrument to be his/her free act and deed.

Marty Yarbrough
Notary Public

My Commission Expires: Marty Yarbrough Notary Public
Washington County, State of Arkansas
My Commission Expires November 3, 2017
Commission # 12362704

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement, as an instrument under seal (whether or not any such seals are physically attached hereto), through their duly authorized officers, as of the date first written above.

HARP'S FOOD STORES, INC.
(as Grantor)

By: _____
Name: Roger Collins
Title: President and Chief Executive Officer

Address: 918 Gutensohn
Springdale, AR 72762
Facsimile:(501) 751-2343

BANK OF AMERICA, N.A. as Agent

By: Robin M. Stagg
Name: Robin M. Stagg
Title: VP

Address: Bank of America, N.A.
135 South LaSalle Street
Mail Code: IL4-135-05-41
Chicago, IL 60603
Attention: Agency Management
Facsimile: (877)206-1766

SCHEDULE A

None.

SCHEDULE B

None.

SCHEDULE C

I. Registered Trademarks

<u>FEDERAL TRADEMARK</u>	<u>REG. NO</u>	<u>EXPIRES</u>
"HARPS"	4011704	August 16, 2016
"PRICE CUTTER FOOD WAREHOUSE" and design of scissors slashing dollar sign	1262710	February 17, 2014
"PRICE CUTTER"	1823340	February 22, 2014
"MARTHA HARP'S"	2077337	July 8, 2014

II. Pending Trademark Applications

<u>Trademark</u>	<u>Atty. Docket</u>	<u>Country</u>	<u>Serial</u>	<u>Filing</u>	<u>Status</u>
<u>Description</u>	<u>Number</u>		<u>Number</u>	<u>Date</u>	

III. Trademark Licenses

<u>Registration</u>	<u>Mark</u>	<u>Country</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective</u>	<u>Expiration</u>
<u>Number</u>					<u>Date</u>	<u>Date</u>