

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
Associated Food Stores, L.L.C.		12/28/2012	LIMITED LIABILITY COMPANY: NEW YORK

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	10 SOUTH DEARBORN
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	77937976	A ASSOCIATED
Serial Number:	77937909	ASSOCIATED SUPERMARKETS
Registration Number:	3953280	COMPARE FOODS
Registration Number:	3693961	STEAM MAGIC
Registration Number:	1335795	SUPER A
Registration Number:	1009921	SUPER A
Registration Number:	1019122	SUPER A
Registration Number:	1019570	SUPER A
Registration Number:	1009991	SUPER A
Registration Number:	1013931	SUPER A
Registration Number:	0976450	SUPER A
Registration Number:	0841367	SUPER A

CORRESPONDENCE DATA

Fax Number: 2149813400

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

Phone: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark, Esq.

Address Line 1: Sidley Austin LLP

Address Line 2: 717 N. Harwood St., Suite 3400

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	36084-38900
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	01/03/2013

**Total Attachments: 7**

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CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of December 28, 2012 by and from Associated Food Stores, L.L.C., a New York limited liability company ("Grantor") to and in favor of JPMORGAN CHASE BANK, N.A., for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, "Grantee").

WHEREAS, Associated Foods Holdings, LLC, as Borrower ("Borrower"), the Lenders and Grantee have entered into a Credit Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, Grantor and certain other Subsidiaries of Borrower have guaranteed the repayment of the Secured Obligations pursuant to a Guaranty dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time).

WHEREAS, Borrower, Grantor and certain other Subsidiaries of Borrower have entered into a Pledge and Security Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, Grantor owns the trademarks listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to Grantee for the benefit of the Secured Parties. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Secured Obligations and (ii) all of the obligations and liabilities of the Subsidiary Guarantors under the Credit Agreement. Upon the payment in full of all Secured Obligations (other than Unliquidated Obligations), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Borrower all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant.

(b) Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by Grantor, together with (2) all proceeds of such Trademarks, (3) the goodwill associated with

such Trademarks and (4) all causes of action arising prior to or after the date hereof for infringement of such Trademarks or unfair competition regarding the same.

(c) Notwithstanding anything to the contrary herein, this Confirmatory Grant and the security interests granted hereby are subject to the limitations set forth in Article II of the Security Agreement (which are incorporated herein *mutatis mutandis* by this reference).

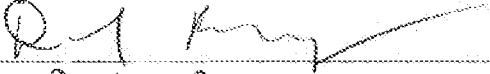
3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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IN WITNESS WHEREOF, Grantor has executed this Confirmatory Grant effective as of the date first written above.

ASSOCIATED FOODS HOLDINGS, LLC



By:   
Name: Dan Benjamin  
Title: Treasurer



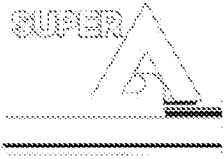


CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

Attached.

### U.S. Trademarks

NO.	MARK	CLASSE S	SERIAL NO.	DATE FILED	REG. NO.	DATE REG.
1.	A ASSOCIATED <i>Stylized Letters</i> 	35	77-937,976	02/17/201 0		
2.	ASSOCIATED SUPERMARKETS	35	77-937,909	02/17/201 0		
3.	COMPARE FOODS	35	77-937,875	02/17/201 0	3,953,28 0	05/03/2011
4.	STEAM MAGIC	29	77-594,379	10/16/200 8	3,693,96 1	10/06/2009
5.	SUPER A	31	73-462,632	01/26/198 4	1,335,79 5	05/14/1985
6.	SUPER A <i>Stylized Letters</i> 	16	73-020,122	04/29/197 4	1,009,92 1	05/06/1975
7.	SUPER A <i>and Design</i>	3	73-020,120	04/29/197 4	1,019,12 2	09/02/1975

NO.	MARK	CLASSE S	SERIAL NO.	DATE FILED	REG. NO.	DATE REG.
						
8.	<p>SUPER A</p> <p><i>Stylized Letters</i></p> 	32	73-016,420	03/20/1974	1,019,570	09/02/1975
9.	<p>SUPER A</p> <p><i>Stylized Letters</i></p> 	29	73-015,964	03/14/1974	1,009,991	05/06/1975
10.	<p>SUPER A</p> <p><i>and Design</i></p> 	3	73-015,963	03/14/1974	1,013,931	06/24/1975
11.	<p>SUPER A</p> <p><i>and Design</i></p> 	29, 30, 32	72-454,991	04/19/1973	976,450	01/08/1974
12.	<p>SUPER A</p>	42	72-258,880	11/17/1966	841,367	12/26/1967



NO.	MARK	CLASSE S	SERIAL NO.	DATE FILED	REG. NO.	DATE REG.
				6		

**State Trademarks**

NO.	MARK	STATE	CLASS ES	REG. NO.	DATE REG.
1.	COMPARE FOODS CALIDAD PRECIO SERVICIO QUALITY PRICE SERVICE <i>and Design</i>  [LOGO NOT AVAILABLE]	NEW YORK	35	S16,065	03/23/1998