TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Supplemental Trademark Collateral Assignment and Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Safway Services, LLC		02/22/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association, successor by merger to Wilmington Trust FSB, as Agent
Street Address:	50 South Sixth Street
Internal Address:	Suite 1290
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	3597440	ARISE WACO
Registration Number:	988546	AUTO-LOCK
Registration Number:	1538098	CABBY
Registration Number:	2745420	
Registration Number:	2523977	EXPRESCAFF
Registration Number:	696866	HI-LOAD
Registration Number:	4069625	SAFWAY
Registration Number:	767390	SHORE "X"
Registration Number:	683877	SPEEDLOCK
Registration Number:	510607	WACO
Registration Number:	2527926	WACO MAX
Registration Number:	1479307	WACO WEDGELOK

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Registration Number:	2251794	WACO WRAP
Registration Number:	3780692	WEDGELOK
Serial Number:	85342488	
Serial Number:	85386638	QUIKDECK
Serial Number:	85749210	SAFWAY
Serial Number:	85650843	SAFWAY TRACKING SYSTEM
Serial Number:	85656913	THE SMART WAY

CORRESPONDENCE DATA

Fax Number: 2127514864

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

Phone: 212-906-1200

Email: angela.amaru@lw.com

Correspondent Name: Angela M. Amaru c/o Latham & Watkins LLP

Address Line 1: 885 Third Avenue

Address Line 2: Suite 1000

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	047799-0010
NAME OF SUBMITTER:	Angela M. Amaru
Signature:	/s/ Angela M. Amaru
Date:	02/26/2013

Total Attachments: 11

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Execution Version

SUPPLEMENTAL TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS SUPPLEMENTAL TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT ("Agreement"), dated February 22, 2013, is by and between SAFWAY SERVICES, LLC, a Delaware limited liability company ("Debtor"), with its chief executive office at N19 W24200 Riverwood Drive, Waukesha, Wisconsin 53188, and Wilmington Trust, National Association, a national banking association, successor by merger to Wilmington Trust FSB, in its capacity as agent pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the parties thereto as lenders and as otherwise provided therein (in such capacity, together with its successors and assigns, and any replacement, "Agent"), having an office at 50 South Sixth Street, Suite 1290, Minneapolis, Minnesota 55402.

W I T N E S S E T H :

WHEREAS, Debtor and certain of its affiliates entered into financing arrangements with Agent and the financial institutions party to the Loan Agreement (as hereinafter defined) as lenders (individually, each a "Lender" and collectively, "Lenders") pursuant to which Agent and Lenders have made loans and advances and provided other financial accommodations to Debtor and certain of its affiliates as set forth in the Credit Agreement, dated December 16, 2009 (as amended by the Waiver and Amendment to Credit Agreement dated as of December 22, 2010, that certain Amendment and Consent to Credit Agreement dated as of May 6, 2011, that certain Increase Joinder and that certain Waiver to Credit Agreement, each dated as of October 1, 2012, and that certain Amendment and Consent No. 2 to Credit Agreement, dated as of January 16, 2013, and as the same may hereafter be further amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement" and together with the documents, agreements and instruments executed and/or delivered in connection therewith, the "Loan Documents"); and

WHEREAS, Debtor and Agent have previously entered into the Trademark Collateral Assignment and Security Agreement, dated December 16, 2009 (as heretofore amended, modified and supplemented, the "Trademark Agreement") pursuant to which Debtor granted to Agent a security interest in all of Debtor's right, title and interest in and to the Collateral (as defined therein) to secure the payment and performance of the obligations under the Loan Agreement;

WHEREAS, Debtor, in addition to being the owner of the entire right, title and interest in and to the trademarks, trade names, trade styles, terms, service marks, designs and applications therefor described in Exhibit A to the Trademark Agreement, has also adopted, used and is using, and is also the owner of the entire right, title, and interest in and to the trademarks, trade names, trade styles, terms, service marks, designs and

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applications therefor described in Exhibit A hereto and made a part hereof (collectively, the "New Trademarks", as hereinafter further defined); and

WHEREAS, in order to induce Agent and Lenders to continue to make loans and advances and provide other financial accommodations to Debtor pursuant to the Loan Documents, Debtor, as a supplement to the Trademark Agreement, agrees to grant to Agent a security interest in the Additional Collateral (as hereinafter defined) as further set forth herein.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. Grant of Security Interest.

As collateral security for the prompt performance, observance and Payment in Full of all of the Obligations, Debtor hereby grants to Agent, for itself and the benefit of Secured Parties, a continuing security interest in and a general lien upon, and hereby collaterally assigns and transfers to Agent, for itself and the benefit of Secured Parties: (a) all of Debtor's now existing or hereafter acquired right, title and interest in and to all of Debtor's trademarks, trade names, tradestyles and service marks; all prints and labels on which said trademarks, trade names, tradestyles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; all applications, registrations and recordings relating to the foregoing in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other countries, and all reissues, extensions and renewals thereof including, without limitation, those trademarks, service marks, terms, designs and applications described on Exhibit A hereto (the "New Trademarks"); (b) the goodwill of the business symbolized by each of the New Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the New Trademarks; and (c) any and all proceeds of any of the foregoing, including, without limitation, any claims by Debtor against third parties for infringement of the New Trademarks or any licenses with respect thereto (all of the foregoing are collectively referred to herein as the "Additional Collateral").

2. Obligations Secured.

The security interest, lien and other interests granted to Agent, for the benefit of itself and the other Secured Parties, pursuant to this Agreement and the Trademark Agreement shall secure the prompt performance, observance and Payment in Full of all of the Obligations owing by Debtor to Agent and the other Secured Parties, in each case arising under this Agreement, the Trademark Agreement, the Loan Agreement or any of the other Loan Documents, whether now existing or hereafter arising. The grant of security interests herein are in addition to, and not in limitation, of the security interest and general lien granted to Agent (for itself and the benefit of Secured Parties) pursuant to the Trademark Agreement.

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3. Representations, Warranties and Covenants. Subject to Section 4 below, each of the representations, warranties and covenants set forth in the Trademark Agreement are deemed to be restated herein and a part hereof and shall apply to the Additional Collateral granted herein with the same force and effect as the Trademarks and other assets constituting Collateral described in the Trademark Agreement.

4. Exhibits. Exhibit A to the Trademark Agreement is hereby supplemented by inclusion of the information set forth on Exhibit A hereto and the New Trademarks listed on Exhibit A hereto are deemed to be included within the definition of Trademarks set forth in the Trademark Agreement. Exhibit B to the Trademark Agreement is hereby amended to include the information set forth on Exhibit B hereto and the licenses listed on Exhibit B hereto are deemed to be included within the definition of Collateral set forth in the Trademark Agreement.

5. Special Power of Attorney. Debtor shall, concurrently with the execution and delivery of this Agreement or as otherwise agreed to by Agent, execute and deliver to Agent one (1) original of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral (as defined in the Trademark Agreement), including, without limitation, the Additional Collateral, pursuant to Agent's exercise of the rights and remedies granted to Agent hereunder upon the occurrence of an Event of Default and for so long as same is continuing in accordance with the Loan Agreement.

6. Miscellaneous.

(a) Governing Law. The validity, interpretation and enforcement of this Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

(b) Construction. Capitalized terms used herein and not defined herein shall have the meanings specified in the Loan Agreement, unless otherwise defined herein. All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to "Debtor", any "Agent", any "Lender" or any "Secured Party" pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced.

(c) Successors and Assigns. This Agreement shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Agent and Secured Parties and each of their respective successors and permitted assigns.

(d) Partial Invalidity. If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(e) Amendments and Waivers. Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Debtor and Agent. Agent and any of the other Secured Parties shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of their rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Agent (and the other Secured Parties with respect to any waiver of an Event of Default). Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Agent or any of the other Secured Parties of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Agent or such other Secured Party would otherwise have on any future occasion, whether similar in kind or otherwise.

(f) Entire Agreement. This Agreement, the Trademark Agreement, and the Loan Agreement contain the entire understanding between Debtor and Agent and supersedes all prior agreements and understandings, if any, relating to the subject matter hereof. Any promises, representations, warranties or guarantees not herein contained and hereinafter made shall have no force and effect unless in writing, signed by Debtor's and Agent's respective officers. Neither this Agreement nor any portion or provisions hereof may be changed, modified, amended, waived, supplemented, discharged, cancelled or terminated orally or by any course of dealing, or in any manner other than by an agreement in writing, signed by the party to be charged. Debtor acknowledges that it has been advised by counsel in connection with the execution of this Agreement and the other Loan Documents and is not relying upon oral representations or statements inconsistent with the terms and provisions of this Agreement.

(g) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Debtor and Agent have executed this Agreement as of the day and year first above written.

SAFWAY SERVICES, LLC

By: _____

Name: Jim Walters

Title: Chief Financial Officer

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Agent

By: _____

Name: Meghan H. McCauley

Title: Banking Officer

EXHIBIT A
TO
SUPPLEMENTAL TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

Owner: Safway Services, LLC

	Trademark/ Image if any	Application Number Application Date	Registration Number Registration Date	Status
1.	ARISE WACO	77402325 2/21/2008	3597440 3/31/2009	REGISTERED
2.	AUTO-LOCK	72414473 2/3/1972	988546 7/16/1974	REGISTERED RENEWED
3.	CABBY	73754167 9/26/1988	1538098 5/9/1989	REGISTERED RENEWED
4.	Design Only	85342488 6/9/2011	---	PENDING
5.	Design Only	75085806 4/9/1996	2745420 8/5/2003	REGISTERED
6.	EXPRESCAFF	75758350 7/23/1999	2523977 1/1/2002	REGISTERED RENEWED
7.	HI-LOAD	72078955 8/3/1959	696866 4/26/1960	REGISTERED RENEWED
8.	QUIKDECK	85386638 8/2/2011	---	PENDING
9.	SAFWAY	85749210 10/9/2012	---	PENDING
10.	SAFWAY	85161766 10/26/2010	4069625 12/13/2011	REGISTERED
11.	SAFWAY TRACKING SYSTEM	85650843 6/13/2012	---	PENDING
12.	SHORE "X"	72162795 2/14/1963	767390 3/31/1964	REGISTERED RENEWED
13.	SPEEDLOCK	72064224 12/12/1958	683877 8/25/1959	REGISTERED RENEWED
14.	THE SMART WAY	85656913 6/20/2012	---	PENDING ITU

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	Trademark/ Image if any	Application Number Application Date	Registration Number Registration Date	Status
15.	WACO	71538214 10/17/1947	510607 6/7/1949	REGISTERED RENEWED
16.	WACO MAX	75599950 12/4/1998	2527926 1/8/2002	REGISTERED RENEWED
17.	WACO WEDGELOK WACO WEDGELOK	73606413 6/26/1986	1479307 3/8/1988	REGISTERED RENEWED
18.	WACO WRAP	75280100 4/23/1997	2251794 6/8/1999	REGISTERED RENEWED
19.	WEDGELOK	77821429 9/8/2009	3780692 4/27/2010	REGISTERED

EXHIBIT B
TO
SUPPLEMENTAL TRADEMARK COLLATERAL
ASSIGNMENT AND SECURITY AGREEMENT

LIST OF LICENSES

None.

EXHIBIT C

Form of Special Power of Attorney

SPECIAL POWER OF ATTORNEY

STATE OF _____)
) ss.:
COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENTS, that SAFWAY SERVICES, LLC ("Debtor"), having an office at N19 W24200 Riverwood Drive, Waukesha, Wisconsin 53188, hereby appoints and constitutes WILMINGTON TRUST, NATIONAL ASSOCIATION, successor by merger to Wilmington Trust FSB, in its capacity as Agent (in such capacity, together with its successors and assigns, and any replacement, "Agent"), and each of Agent's officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor at any time after the occurrence and during the continuance of an Event of Default under the Security Agreement (as hereinafter defined):

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Agent, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any trademarks, service marks, and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Agent, in its discretion, deems necessary or advisable to further the purposes described in Section 1 hereof.

This Power of Attorney, being a power coupled with an interest, is made pursuant to the Trademark Collateral Assignment and Security Agreement, dated as of December 16, 2009, between Debtor and Agent (as amended, modified and supplemented, the "Security Agreement") and may not be revoked until the termination of all "Loan Documents" and the "Payment in Full" of all of the "Obligations", as each such term is defined in the Security Agreement.

February __, 2013

SAFWAY SERVICES, LLC

By: _____
Name:
Title:

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STATE OF _____)
) ss.:
COUNTY OF _____)

As of this ___ day of February, 2013, before me personally came _____, to me known, who being duly sworn, did depose and say, that he is the _____ of SAFWAY SERVICES, LLC, the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto by order of the members and/or managers of said limited liability company.

_____
Notary Public

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