Form PTQ-1594 (Rev. 06/04)	305	U.S. DEPARTMENT OF COMME United States Patent and Trademark C	RCE Office	
OMB Collection 0851-0027 (ex p. 8/30/20	RECORDATION FO	ORM COVER SHEET		
, ii) A6 (300)	TRADEMA	ARKS ONLY		
To the director of the U.S. F	atent and Trademark Office: Pleas	se record the attached documents or the new address(es) below  2, Name and address of receiving party(ies)	1	
1. Name of conveying party(lee)/Execution Date(s):  SUPER RITE FOODS, INC.		Additional names, addresses, or citizenship attached?		
		Name: WELLS FARGO BANK, NATIONAL ASSOCIATION		
		Internal Address:		
Individual(s)	☐Association ☐Limited Partnership	Street Address: One Boston Place, 18th Floor		
☐General Partnership  ☑Corporation	Cirilled Faltiersup	City: Boston		
Limited Liability Company		State: MA		
Citizenship: <u>Delaware</u>	2012	Country: USA Zip: 02108		
Execution Date(s) March 21, 2 Additional names of conveying	parties attached?  Yes  No	☐ Association Citizenship: <u>USA</u>		
		General Partnership Citizenship:		
3. Nature of conveyance:		☐ Limited Partnership Citizenship:		
Assignment Assignment	☐ Merger	☐ Corporation Citizenship:		
Security Agreement	☐ Change of Name	Other Citizenship:		
☐ Other		If assignee is not domiciled in the United States, a domestic		
		representative designation is attached.   Yes  No	<b>4</b> %	
A Application number(s) or	registration number(s) and iden	(Designations must be a separate document from assignment tiffication or description of the Trademark.	<u> </u>	
A. Trademark Application No.	(s) See Attached Schedule A	B. Trademark Registration No.(s) See Attached Schedule A	77	
		Additional sheet(s) attached?  No	Ц	
C. Identification or Description	of Trademark(s) (and Filing Date	if Application or Registration Number is unknown)		
5. Name address of party to concerning document shou Name: Susan O'Brien	whom correspondence ld be mailed:	6. Total number of applications and registrations involved:	•	
Internal Address: <u>CT Lien Solutions</u> Street Address: <u>187 Wolf Road, Suite 101</u>		7. Total fee (37 CFR 2.8(b)(6) & 3.41) \$ 10 0 0		
		Authorized to be charged to deposit account		
City: Albany		☐ Enclosed  8. Payment Information:	*********	
State: NY	Zip: <u>12205</u>	a. Credit Card Last 4 Numbers 1868		
Phone Number: 800-342-367	6	Expiration Date 06/15		
Fax Number: 800-962-7049		b. Deposit Account Number Authorized User Name:		
Email Address: cls_udsalbany	@wolterskluwer.com	Authorized date Hairie.		
	VacanOholag			
9. Signature:	Signature	March 27, 2013  Date		
		Total number of pages including covi sheet, attachments, and document:		
	Kareem Ansley Name of Person Signing	subst, automorito, and bocument.	=	

Documents to be recorded (including cover sheet) should be faxed to (703) 308-8995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## SCHEDULE A

1. FOOD RITE /54648/9 2277363			7 % m s 7 % s	s, ilian n		,		884IV III
1. FOOD RITE 75464879 2297583 REGISTERED Super Rite Food								
FOOD RITE / JAMAS / JA	Inc.	Super Rite Foods	BECIETEBED				. V	·
4/9/1998 12///1999 RENZ WED	* ********	puper Xure 1 ocus	RENEWED		2297583 12/7/1999	75464879 4/9/1998	FOOD RITE	1 1 1

## GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, SUPER RITE FOODS, INC., a Delaware 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 Amended and Restated Security Agreement by, among others, the Grantor and the Grantee, dated as of March 21, 2013 (as amended, modified, restated and/or supplemented from time to time, the "Amended and Restated Security Agreement"). The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Amended and Restated 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 Amended and Restated Security Agreement, the provisions of the Amended and Restated Security Agreement shall govern.

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IN WITNESS WHEREOF, the undersigned have executed this Grant as of the \_\_\_ day of March, 2013.

SUPER RITE FOODS, INC., as Grantor

By: Sherry M. Smith Title: Vice President

Grant of Security Interest (Trademarks) - Super Rite Foods, Inc.

WELLS FARGO BANK, NATIONAL

ASSOCIATION, as Grantee

By:

Name: Joseph Burt Title: Director

Grant of Security Interest (Trademarks) - Super Rite Foods, Inc.

**TRADEMARK** REEL: 004992 FRAME: 0480

**RECORDED: 03/28/2013**