

**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):
SUPERVALU HOLDINGS, INC.

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

Citizenship: Missouri
 Execution Date(s) March 21, 2013
 Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes
 Additional names, addresses, or citizenship attached? No
 Name: WELLS FARGO BANK, NATIONAL ASSOCIATION

Internal Address:
 Street Address: One Boston Place, 18th 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 Merger
 Security Agreement Change of Name
 Other

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: CT 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: pls-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved: 28

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$665.00
 Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed






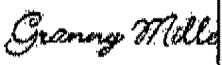
8. Payment Information:
 a. Credit Card Last 4 Numbers 1868
 Expiration Date 06/15
 b. Deposit Account Number
 Authorized User Name:


9. Signature: Kareem Ansley March 27, 2013
 Signature Date
 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) 306-6995, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$665.00 2693083

SCHEDULE A

1.	CRESTWOOD BAKERY	76412256 5/14/2002	2693083 3/4/2003	REGISTERED RENEWED	SUPERVALU Holdings, Inc.
2.	F 	73054353 6/6/1975	1031615 1/27/1976	REGISTERED RENEWED	SUPERVALU Holdings, Inc.
3.	F 	72252564 8/17/1966	852843 7/16/1968	REGISTERED RENEWED	SUPERVALU Holdings, Inc.
4.	F 	72251416 8/1/1966	858076 10/1/1968	REGISTERED RENEWED	SUPERVALU Holdings, Inc.
5.	F 	72243313 4/13/1966	858088 10/1/1968	REGISTERED RENEWED	SUPERVALU Holdings, Inc.
6.	FESTIVAL FOODS 	76393963 4/11/2001	2688438 2/18/2003	REGISTERED RENEWED	SUPERVALU Holdings, Inc.
7.	FESTIVAL FOODS	76393962 4/11/2002	2688437 2/18/2003	REGISTERED RENEWED	SUPERVALU Holdings, Inc.
8.	FOODLAND	71363094 3/28/1935	326832 8/6/1935	REGISTERED RENEWED	SUPERVALU Holdings, Inc.
9.	FOODLAND "WHEN YOU'RE HUNGRY FOR DINNER"	77764208 6/19/2009	3739869 1/19/2010	REGISTERED	SUPERVALU Holdings, Inc.
10	FOODLAND EXPRESS PAPA'S PEPPERONI ROLL	78266354 6/24/2003	2866771 7/27/2004	REGISTERED	SUPERVALU Holdings, Inc.
11	FOODLANE	73140907 9/12/1977	1105820 11/7/1978	REGISTERED RENEWED	SUPERVALU Holdings, Inc.
12	GRANNY MILLER'S 	78528837 12/8/2004	3035653 12/27/2005	REGISTERED	SUPERVALU Holdings, Inc.
13	HOMEBEST	74334177 11/24/1992	1846413 7/26/1994	REGISTERED RENEWED	SUPERVALU Holdings, Inc.
14	HOMEBEST	73401008 10/28/1982	1291685 8/28/1984	REGISTERED RENEWED	SUPERVALU Holdings, Inc.
15	MAPLE TREE FARMS	78736372 10/19/2005	3204676 1/30/2007	REGISTERED	SUPERVALU Holdings, Inc.

16	MOM'S MEAT LOAF	77370616 1/14/2008	3491972 8/26/2008	REGISTERED	SUPERVALU Holdings, Inc.
17	NATURE'S BEST	74250858 3/2/1992	1932428 11/7/1995	REGISTERED RENEWED	SUPERVALU Holdings, Inc.
18	PAY PAK 24 	74348988 1/15/1993	2010359 10/22/1996	REGISTERED RENEWED	SUPERVALU Holdings, Inc.
19	SENTRY	78402870 4/16/2004	3635362 6/9/2009	REGISTERED	SUPERVALU Holdings, Inc.
20	SENTRY	74002863 11/16/1989	1850830 8/23/1994	REGISTERED RENEWED	SUPERVALU Holdings, Inc.
21	SHOP 'N SAVE	85141049 9/29/2010	3966222 5/24/2011	REGISTERED	SUPERVALU Holdings, Inc.
22	SHOP 'N SAVE PERKS	78837978 3/15/2006	3304444 10/2/2007	REGISTERED	SUPERVALU Holdings, Inc.
23	SMART SHOPPERS KNOW...THE MORE YOU SHOP, THE MORE YOU SAVE	77051063 11/27/2006	3279207 8/14/2007	REGISTERED	SUPERVALU Holdings, Inc.
24	TENDERBEST	77775733 7/7/2009	3739991 1/19/2010	REGISTERED	SUPERVALU Holdings, Inc.
25	TOT SPOT	75876464 12/20/1999	2469156 7/17/2001	REGISTERED RENEWED	SUPERVALU Holdings, Inc.
26	VILLAGE MARKET	75021944 11/20/1995	2152805 4/21/1998	REGISTERED RENEWED	SUPERVALU Holdings, Inc.

EXECUTION

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

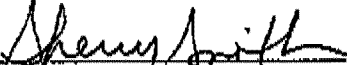
FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, SUPERVALU HOLDINGS, INC., a Missouri corporation (the "Grantor"), hereby grants to WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as administrative agent (in such capacity, the "Grantee"), a continuing 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 "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 ___ day of
March, 2013.

SUPERVALU HOLDINGS, INC., as Grantor

By: 

Name: Sherry M. Smith

Title: Vice President

Grant of Security Interest (Trademarks) – SUPERVALU Holdings, Inc.

TRADEMARK
REEL: 004992 FRAME: 0599

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Grantee

By: 

Name: Joseph Burt

Title: Director

Grant of Security Interest (Trademarks) - SUPERVALU Holdings, Inc.