

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GELSON'S MARKETS		02/19/2014	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	BANK OF MONTREAL
Street Address:	115 SOUTH LASALLE STREET
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	CHARTERED BANK: CANADA

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2775036	GELSON'S
Registration Number:	2781550	GELSON'S
Registration Number:	2783961	GELSON'S
Registration Number:	2785846	GELSON'S
Registration Number:	2794085	GELSON'S
Registration Number:	2806341	GELSON'S
Registration Number:	3351519	GOOD LIVING ORGANIC
Registration Number:	3351667	ORGANIC
Registration Number:	3351675	ORGANIC
Registration Number:	3368061	ORGANIC
Serial Number:	85721999	A CELEBRATION IN EVERY AISLE
Serial Number:	86145360	GOOD LIVING
Serial Number:	86120892	THE SUPER MARKET

CORRESPONDENCE DATA

900281194

TRADEMARK  
 REEL: 005223 FRAME: 0670

CH \$340.00 2775036

Fax Number: 6508385109

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

Phone: 650-838-3743

Email: JLIK@SHEARMAN.COM

Correspondent Name: BENJAMIN PETERSEN

Address Line 1: 3000 EL CAMINO REAL, 6TH FLOOR

Address Line 2: SHEARMAN & STERLING LLP

Address Line 4: PALO ALTO, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER:	5807/7
NAME OF SUBMITTER:	BENJAMIN PETERSEN
Signature:	/BENJAMIN PETERSEN/
Date:	02/25/2014

**Total Attachments: 5**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Trademark Security Agreement*") dated February 19, 2014, is made by the Person listed on the signature pages hereof (the "*Grantor*") in favor of Bank of Montreal, as Administrative Agent (as defined in the Credit Agreement referred to below).

Reference is made to (i) the Credit Agreement, dated as of February 19, 2014 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "*Credit Agreement*"), among GRCY Acquisition Inc., Arden Group, Inc., GRCY Intermediate II, Inc., the Lenders party thereto from time to time and Bank of Montreal, as Administrative Agent, Swing Line Lender and L/C Issuer, (ii) each Secured Hedge Agreement and (iii) each Secured Cash Management Agreement. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, the Hedge Banks have agreed to enter into and/or maintain one or more Secured Hedge Agreements and the Cash Management Banks have agreed to enter into and/or maintain one or more Secured Cash Management Agreements, on the terms and conditions set forth in the Credit Agreement, in such Secured Hedge Agreements or such Secured Cash Management Agreements, as applicable.

Whereas, as a condition precedent to the Lenders extension of such credit, the obligation of the Hedge Banks to enter into and/or maintain such Secured Hedge Agreements and the obligation of the Cash Management Banks to enter into and/or maintain such Secured Cash Management Agreements, the Grantor has executed and delivered that certain Security Agreement dated February 19, 2014, made by the Grantor, GRCY Acquisition Inc., Arden Group, Inc., GRCY Intermediate II, Inc. and of the Subsidiary Guarantors (as defined therein) party thereto from time to time to the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

Whereas, under the terms of the Security Agreement, the Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office and other governmental authorities.

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

SECTION 1. Terms. Terms defined in the Credit Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement and Security Agreement.

SECTION 2. Grant of Security. The Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties a continuing security interest in all of the Grantor's right, title and interest in, to and under the

Trademarks, including the Trademarks set forth on Schedule A attached hereto and all Proceeds of any and all of the foregoing (other than Excluded Assets) (collectively, the “*Trademarks*”).

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by the Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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.

SECTION 6. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the law of the state of New York.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

GELSON'S MARKETS, Grantor

By: Laura J. Neumann  
Name: Laura J. Neumann  
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005223 FRAME: 0674**

**BANK OF MONTREAL**  
as Administrative Agent,

By:   
Name: **Philip Langheim**  
Title: **Managing Director**

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005223 FRAME: 0675**

SCHEDULE A

<u>MARK</u>	<u>SERIAL/REG. NO.</u>	<u>APP./REG. DATE</u>
No—Clip Coupon	NA / 041403 (California Service Mark)	NA / 1/27/93
Gelson's	76-455374 / 2775036	9/23/02 / 10/21/03
Gelson's	76-455357 / 2781550	9/23/02 / 11/11/03
Gelson's	76-452642 / 2783961	9/23/02 / 11/18/03
Gelson's	76-451410 / 2785846	9/20/02 / 11/25/03
Gelson's	76-451480 / 2794085	9/20/02 / 12/16/03
Gelson's	76-451423 / 2806341	9/20/02 / 1/20/04
Good Living Organic	77-139802 / 3351519	3/26/07 / 12/11/07
Organic	77-142532 / 3351667	3/28/07 / 12/11/07
Organic	77-142734 / 3351675	3/28/07 / 12/11/07
Organic	77-142673 / 3368061	3/28/07 / 1/15/08
A Celebration in Every Aisle	85-721999 / 4359310	9/6/12 / 6/25/13
Good Living	86-145360 / NA	12/17/03 / NA
The Super Market	86-120892 / NA	11/17/13 / NA