

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM305551

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DEUTSCHE BANK TRUST COMPANY AMERICAS		05/21/2014	Banking Corporation: NEW YORK

## RECEIVING PARTY DATA

<b>Name:</b>	DEUTSCHE BANK AG NEW YORK BRANCH, as successor administrative agent and collateral agent
<b>Street Address:</b>	60 Wall Street
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10005
<b>Entity Type:</b>	Banking Corporation: GERMANY

## PROPERTY NUMBERS Total: 40

Property Type	Number	Word Mark
Serial Number:	85156709	BI-LO
Serial Number:	74519407	BI-LO
Serial Number:	74519406	BI-LO
Serial Number:	75305970	BI-LO CENTER
Serial Number:	75305967	BI-LO CENTER
Serial Number:	75305969	BI-LO CENTER
Serial Number:	75305968	BI-LO CENTER
Serial Number:	75305723	BI-LO CENTER
Serial Number:	78828353	BOOSTERSPLUS CARING. GIVING. MAKING A DI
Serial Number:	74519408	GOLD STAR MEATS
Serial Number:	74519402	WALTER'S
Serial Number:	75794149	WALTER'S WAY
Serial Number:	77234871	SUPER BI-LO
Serial Number:	78499257	GIMME FIVE 5!
Serial Number:	78499260	PLUS 1 AND DONE
Serial Number:	78696304	
Serial Number:	77211053	BECAUSE IT MATTERS TO YOU
Serial Number:	74519405	BI-LO

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	74519410	BI-LO
Serial Number:	75126409	BI-LO CENTER
Serial Number:	75126410	BI-LO CENTER
Serial Number:	75616430	EXPRESS 5200
Serial Number:	75237401	BI-LO CENTER
Serial Number:	75126411	BI-LO CENTER
Serial Number:	75305716	BI-LO CENTER
Serial Number:	75131279	BONUSCARD
Serial Number:	75131280	BONUSCARD
Serial Number:	78813260	BOOSTERSPLUS
Serial Number:	76293426	FOOD \$MART
Serial Number:	74519409	GOLD STAR MEATS
Serial Number:	75877728	IT'S THE RIGHT PRESCRIPTION
Serial Number:	78499262	PLUS 1 AND DONE
Serial Number:	75061035	SOUTHERN HOME
Serial Number:	75534133	SOUTHERN HOME
Serial Number:	77218688	SUPER BI-LO
Serial Number:	75877729	THE DRUGSTORE AT BI-LO
Serial Number:	74106775	THE NAME FITS
Serial Number:	74519404	WALTER'S
Serial Number:	75773075	WALTER'S WAY
Serial Number:	76228250	WEE TALK

**CORRESPONDENCE DATA**

**Fax Number:** 2123548113

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

**Phone:** 212-819-8200

**Email:** iprecordations@whitecase.com

**Correspondent Name:** Fatima Carrillo/White & Case LLP

**Address Line 1:** 1155 Avenue of the Americas

**Address Line 2:** Patent & Trademark Department

**Address Line 4:** New York, NEW YORK 10036

**ATTORNEY DOCKET NUMBER:** 1111779-2135

**NAME OF SUBMITTER:** Fatima Carrillo

**SIGNATURE:** /Fatima Carrillo/

**DATE SIGNED:** 05/23/2014

**Total Attachments: 11**

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**ASSIGNMENT OF  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented and/or otherwise modified from time to time, the "*Assignment*") dated May 21, 2014 is made by (i) DEUTSCHE BANK TRUST COMPANY AMERICAS, as original administrative agent and collateral agent (the "*Original Agent*") under the Original Credit Agreement (as defined below), (ii) DEUTSCHE BANK AG NEW YORK BRANCH, as successor administrative agent and collateral agent (the "*New Agent*") under that certain Amended and Restated ABL Credit Agreement (as amended, revised, supplemented, amended and restated, or otherwise modified from time to time, the "*Amended and Restated Credit Agreement*") dated as of the date hereof, by and among the BI-LO, LLC, a Delaware limited liability company, as the borrower (the "*Borrower*"), BI-LO Holding, LLC, a Delaware limited liability company, as holdings ("*Holdings*"), WELLS FARGO BANK, NATIONAL ASSOCIATION, TD BANK, N.A., SUNTRUST BANK, BANK OF MONTREAL, CIT BANK, UNION BANK, N.A. and U.S. BANK NATIONAL ASSOCIATION, as co-documentation agents, Citibank, N.A., as syndication agent, CITIBANK N.A., DEUTSCHE BANK AG NEW YORK BRANCH and WELLS FARGO BANK, NATIONAL ASSOCIATION, as collateral monitors and the lenders from time to time party thereto and (iii) the Persons listed on the signature pages hereof as grantors (each a "*Grantor*" and collectively, the "*Grantors*").

WHEREAS, the Borrower, Holdings, the Original Agent, Wells Fargo Bank, National Association ("*Wells Fargo*"), SunTrust Bank and TD Bank, N.A., as co-documentation agents, Citibank, as syndication agent, Citibank, Deutsche Bank Trust Company Americas and Wells Fargo, as collateral monitors and the lenders from time to time party thereto entered into that certain ABL Credit Agreement dated as of March 9, 2012 (as amended, revised, supplemented, or otherwise modified prior to the date hereof, the "*Original Credit Agreement*");

WHEREAS, the Credit Parties and the Original Agent have entered into that certain Security Agreement dated as of March 9, 2012 (as amended, reaffirmed, revised, supplemented, amended and restated, or otherwise modified from time to time, the "*Security Agreement*");

WHEREAS, the Original Credit Agreement is being amended and restated on the date hereof by the Amended and Restated Credit Agreement;

WHEREAS, each Grantor has executed and delivered or is otherwise a party to that certain Grant of Security Interests in United States Trademarks, dated as of March 9, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Original IP Security Agreement*"), which the Original Agent represents was recorded at the United States Patent and Trademark Office ("*USPTO*") at reel 4734 frame 0952;

WHEREAS, pursuant to the Original IP Security Agreement, the Original Agent, as the prior collateral agent, was granted or otherwise acquired a security interest in each Grantor's right, title and interest in, to and under the Marks (as defined in the Original IP

Security Agreement) including the Marks set forth on **Schedule A** attached hereto, (collectively, the “*Security Interest*”); and

WHEREAS, consistent with the Amended and Restated Credit Agreement and the Security Agreement, the New Agent is desirous of acquiring, and the Original Agent is desirous of assigning, all of the Original Agent’s right, title and interest in, to and under the Original IP Security Agreement, including, without limitation, the Security Interest, and all documents relating thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Original Agent, the New Agent and the Grantors hereby covenant and agree as follows:

Section 1 Defined Terms. All capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to those terms in the Security Agreement.

Section 2 Assignment of IP Security Agreement. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Original Agent hereby assigns, transfers and conveys to the New Agent for the ratable benefit of the Secured Parties all of its right, title and interest in, to and under the Original IP Security Agreement and the Security Agreement, including, without limitation, the Security Interest. The New Agent hereby accepts the foregoing assignment.

Section 3 Security Agreement. The Security Interest assigned to the New Agent as the new collateral agent for the Secured Parties pursuant to this Assignment, has been granted in conjunction with the security interest granted pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the New Agent with respect to the security interest in the Marks made and granted by the Original IP Security Agreement are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4 Counterparts. This Assignment 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 5 Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York.

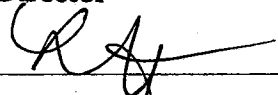
Section 6 Successors and Assigns. This Assignment shall inure to the benefit of, and shall be binding upon, the respective successors and assigns of the parties hereto.

*[Rest of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

DEUTSCHE BANK TRUST COMPANY  
AMERICAS, as Original Agent


By:   
Name: **Dusan Lazarov**  
Title: **Director**

By:   
Name: **Lisa Wong**  
Title: **Vice President**

[Signature Page – BI-LO – IP Assignment - 2014]

ACCEPTED AND AGREED  
as of the date first above written:

DEUTSCHE BANK AG NEW YORK BRANCH,  
as New Agent

By:  \_\_\_\_\_

Name: **Dusan Lazarov**

Title: **Director**

By:  \_\_\_\_\_

Name: **Lisa Wong**

Title: **Vice President**

[Signature Page – BI-LO – IP Assignment - 2014]

TRADEMARK  
REEL: 005286 FRAME: 0267

ACCEPTED AND AGREED

as of the date first above written:

BI-LO, LLC  
as Grantor

By: 

Name: Brian Carney

Title: Executive Vice President & Chief Financial Officer

[Signature Page – BI-LO -- IP Assignment - 2014]



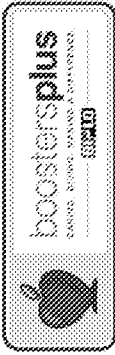
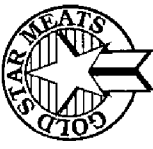


**TRADEMARK**  
**REEL: 005286 FRAME: 0268**

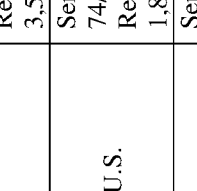



**Schedule A**

**MARKS SCHEDULE**

<b>Trademark</b>	<b>Owner</b>	<b>Jurisdiction</b>	<b>Serial/ Registration No.</b>	<b>Filing/Registration Date</b>
	BI-LO, LLC	U.S.	Serial No. 85/156,709 Reg. No. 3,981,153	Filing Date 10/20/2010 Reg. Date 6/21/2011
	BI-LO, LLC	U.S.	Serial No. 74/519,407 Reg. No. 1,881,026	Filing Date 4/25/1994 Reg. Date 2/28/1995
	BI-LO, LLC	U.S.	Serial No. 74/519,406 Reg. No. 1,929,328	Filing Date 4/25/1994 Reg. Date 10/24/1995
	BI-LO, LLC	U.S.	Serial No. 75/305,970 Reg. No. 2,282,004	Filing Date 6/10/1997 Reg. Date 9/28/1999
	BI-LO, LLC	U.S.	Serial No. 75/305,967 Reg. No. 2,283,754	Filing Date 6/10/1997 Reg. Date 10/5/1999
	BI-LO, LLC	U.S.	Serial No. 75/305,969 Reg. No. 2,352,270	Filing Date 6/10/1997 Reg. Date 5/23/2000

Trademark	Owner	Jurisdiction	Serial/ Registration No.	Filing/Registration Date
	BI-LO, LLC	U.S.	Serial No. 75/305,968 Reg. No. 2,355,634	Filing Date 6/10/1997 Reg. Date 6/6/2000
	BI-LO, LLC	U.S.	Serial No. 75/305,723 Reg. No. 2,423,634	Filing Date 6/10/1997 Reg. Date 1/23/2001
	BI-LO, LLC	U.S.	Serial No. 78/828,353 Reg. No. 3,253,289	Filing Date 3/3/2006 Reg. Date 6/19/2007
	BI-LO, LLC	U.S.	Serial No. 74/519,408 Reg. No. 2,074,812	Filing Date 4/25/1994 Reg. Date 7/1/1997
	BI-LO, LLC	U.S.	Serial No. 74/519,402 Reg. No. 1,886,247	Filing Date 4/25/1994 Reg. Date 3/28/1995
	BI-LO, LLC	U.S.	Serial No. 75/794,149 Reg. No. 2,491,887	Filing Date 9/8/1999 Reg. Date 9/25/2001

Trademark	Owner	Jurisdiction	Serial/ Registration No.	Filing/Registration Date
	BI-LO, LLC	U.S.	Serial No. 77/234,871 Reg. No. 3,506,198	Filing Date 7/20/2007 Reg. Date 9/23/2008
	BI-LO, LLC	U.S.	Serial No. 78/499,257 Reg. No. 3,018,008	Filing Date 10/13/2004 Reg. Date 11/22/2005
	BI-LO, LLC	U.S.	Serial No. 78/499,260 Reg. No. 3,078,847	Filing Date 10/13/2004 Reg. Date 4/11/2006
	BI-LO, LLC	U.S.	Serial No. 78/696,304 Reg. No. 3,341,302	Filing Date 8/19/2005 Reg. Date 11/20/2007
BECAUSE IT MATTERS TO YOU	BI-LO, LLC	U.S.	Serial No. 77/211,053 Reg. No. 3,513,555	Filing Date 6/20/2007 Reg. Date 10/7/2008
BI-LO	BI-LO, LLC	U.S.	Serial No. 74/519,405 Reg. No. 1,880,217	Filing Date 4/25/1994 Reg. Date 2/21/1995
BI-LO	BI-LO, LLC	U.S.	Serial No. 74/519,410 Reg. No. 1,888,664	Filing Date 4/25/1994 Reg. Date 4/11/1995

<b>Trademark</b>	<b>Owner</b>	<b>Jurisdiction</b>	<b>Serial/ Registration No.</b>	<b>Filing/Registration Date</b>
BI-LO CENTER	BI-LO, LLC	U.S.	Serial No. 75/126,409 Reg. No. 2,283,543	Filing Date 6/27/1996 Reg. Date 10/5/1999
BI-LO CENTER	BI-LO, LLC	U.S.	Serial No. 75/126,410 Reg. No. 2,283,544	Filing Date 6/27/1996 Reg. Date 10/5/1999
BI-LO CENTER	BI-LO, LLC	U.S.	Serial No. 75/616,430 Reg. No. 2,352,172	Filing Date 1/6/1999 Reg. Date 5/23/2000
BI-LO CENTER	BI-LO, LLC	U.S.	Serial No. 75/237,401 Reg. No. 2,355,580	Filing Date 2/19/1997 Reg. Date 6/6/2000
BI-LO CENTER	BI-LO, LLC	U.S.	Serial No. 75/126,422 Reg. No. 2,366,599	Filing Date 6/27/1996 Reg. Date 7/11/2000
BI-LO CENTER	BI-LO, LLC	U.S.	Serial No. 75/305,716 Reg. No. 2,410,977	Filing Date 6/10/1997 Reg. Date 12/5/2000
BONUSCARD	BI-LO, LLC	U.S.	Serial No. 75/131,279 Reg. No. 2,113,043	Filing Date 7/9/1996 Reg. Date 11/11/1997
BONUSCARD	BI-LO, LLC	U.S.	Serial No. 75/131,280 Reg. No. 2,200,184	Filing Date 7/9/1996 Reg. Date 10/27/1998
BOOSTERSPLUS	BI-LO, LLC	U.S.	Serial No. 78/813,260 Reg. No.	Filing Date 2/13/2006 Reg. Date

Trademark	Owner	Jurisdiction	Serial/ Registration No.	Filing/Registration Date
			3,162,765	10/24/2006
FOOD \$MART	BI-LO, LLC	U.S.	Serial No. 76/293,426 Reg. No. 2,558,804	Filing Date 8/1/2001 Reg. Date 4/9/2002
GOLD STAR MEATS	BI-LO, LLC	U.S.	Serial No. 74/519,409 Reg. No. 2,074,813	Filing Date 4/25/1994 Reg. Date 7/1/1997
IT'S THE RIGHT PRESCRIPTION	BI-LO, LLC	U.S.	Serial No. 75/877,728 Reg. No. 2,398,127	Filing Date 12/20/1999 Reg. Date 10/24/2000
PLUS 1 AND DONE	BI-LO, LLC	U.S.	Serial No. 78/499,262 Reg. No. 3,078,848	Filing Date 10/13/2004 Reg. Date 4/11/2006
SOUTHERN HOME	BI-LO, LLC	U.S.	Serial No. 75/061,035 Reg. No. 2,232,549	Filing Date 2/22/1996 Reg. Date 3/16/1999
SOUTHERN HOME	BI-LO, LLC	U.S.	Serial No. 75/534,133 Reg. No. 2,383,950	Filing Date 8/7/1998 Reg. Date 9/5/2000
SUPER BI-LO	BI-LO, LLC	U.S.	Serial No. 77/218,688 Reg. No. 3,369,108	Filing Date 6/29/2007 Reg. Date 1/15/2008
THE DRUGSTORE AT BI-LO	BI-LO, LLC	U.S.	Serial No. 75/877,729 Reg. No. 2,408,652	Filing Date 12/20/1999 Reg. Date 11/28/2000
THE NAME FITS	BI-LO, LLC	U.S.	Serial No. 74/106,775	Filing Date 10/17/1990

Trademark	Owner	Jurisdiction	Serial/ Registration No.	Filing/Registration Date
			Reg. No. 1,661,254	Reg. Date 10/15/1991
WALTER'S	BI-LO, LLC	U.S.	Serial No. 74/519,404 Reg. No. 1,886,248	Filing Date 4/25/1994 Reg. Date 3/28/1995
WALTER'S WAY	BI-LO, LLC	U.S.	Serial No. 75/773,075 Reg. No. 2,355,276	Filing Date 8/11/1999 Reg. Date 6/6/2000
WEE TALK	BI-LO, LLC	U.S.	Serial No. 76/228,250 Reg. No. 3,037,028	Filing Date 3/21/2001 Reg. Date 1/3/2006