

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM305557

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	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			
Name:	DEUTSCHE BANK AG NEW YORK BRANCH, as successor administrative agent and collateral agent		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Banking Corporation: GERMANY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	71180209	BLUE BAY	
CORRESPONDENCE DATA			
Fax Number:	2123548113		
<i>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.</i>			
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: 6			
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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 0914;

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.

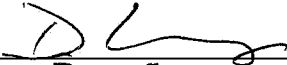
Section 5 Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York.

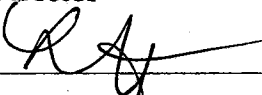
Section 6 Successors and Assigns. This Assignment shall inure to the benefit of, and shall be binding upon, the respective successors and assigns of the parties hereto.

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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
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ACCEPTED AND AGREED
as of the date first above written:

WINN-DIXIE PROCUREMENT, INC.,
as Grantor

By: 

Name: Brian Carney
Title: Vice President

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

TRADEMARK
REEL: 005286 FRAME: 0312

Schedule A

MARKS SCHEDULE

Trademark	Owner	Jurisdiction	Serial/ Registration No.	Filing/Registration Date
Blue Bay	Winn-Dixie Procurement, Inc.	U.S.	Serial No. 71/180,209 Reg. No. 175,331	Filing Date 5/5/1923 Reg. Date 11/6/1923