

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM320439

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment and Assumption of Grant of Security Interest in United States Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GA Capital, LLC		10/08/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo, National Association
Street Address:	One Boston Place
Internal Address:	18th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	4055604	BASHAS' HEALTHSTYLES EAT SMART
Registration Number:	3993185	YOUR ARIZONA HOMETOWN GROCER
Registration Number:	3435643	AJ'S
Registration Number:	3435612	AJ'S FINE FOODS
Registration Number:	3815882	
Registration Number:	3202506	RIO RICO
Registration Number:	2998765	DR. BASH
Registration Number:	2985947	MOUNTAIN BASH
Registration Number:	2162172	BASHAS'
Serial Number:	85328916	FOOD, FAMILY & FUN
Serial Number:	85265128	SUGAR SMART
Serial Number:	85265109	CALCIUM SMART
Serial Number:	85265147	FIBER SMART
Serial Number:	85257033	BASHAS' HOMETOWN GROCER
Serial Number:	85394584	EDDIE'S CHOICE
Serial Number:	85298063	PICK 5
Serial Number:	85329119	SAVINGS LOCK

OP \$440.00 4055604

TRADEMARK

CORRESPONDENCE DATA**Fax Number:** 6172484000

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.

Email: tmadmin@choate.com**Correspondent Name:** Elizabeth A. Walker**Address Line 1:** Two International Place**Address Line 2:** Choate Hall & Stewart LLP**Address Line 4:** Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	2009985-0080
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NAME OF SUBMITTER:	Elizabeth A. Walker
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SIGNATURE:	/Elizabeth A. Walker/
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DATE SIGNED:	10/17/2014
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Total Attachments: 6

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ASSIGNMENT AND ASSUMPTION OF GRANT OF
SECURITY INTEREST IN UNITED STATES TRADEMARKS

October 8, 2014
~~October 8, 2014~~

This ASSIGNMENT AND ASSUMPTION OF GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS dated as of ~~October 8, 2014~~ (this "Assignment and Assumption") is made by GA CAPITAL, LLC, as administrative agent and collateral agent (in such capacities, the "Assignor") and WELLS FARGO, NATIONAL ASSOCIATION, as successor agent (in such capacity, the "Assignee").

WHEREAS, pursuant to the Security Agreement, dated as of December 28, 2011, among, among others, BASHAS', INC., an Arizona corporation (the "Existing Grantor"), the other grantors from time to time party thereto, and the Assignor, as Administrative Agent and as Collateral Agent (as heretofore amended, modified and supplemented, the "Existing Security Agreement"), the Existing Grantor granted to the Assignor a security interest in, among other collateral, the Existing Trademarks (as defined below);

WHEREAS, pursuant to the Grant of Security Interest in United States Trademarks, dated December 28, 2011 and recorded on January 4, 2012 with the United States Patent and Trademark Office at Reel 4691, Frame 0570 (the "Existing Trademark Grant"), the Existing Grantor granted to the Assignor a continuing security interest in all of the Existing Grantor's Trademarks (as defined in the Existing Security Agreement), including those set forth on Schedule A attached hereto (the "Existing Trademarks"); *provided* that any United States intent-to-use trademark applications are excluded to the extent and for so long as creation by a grantor of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications or any registration that issues therefrom;

WHEREAS, among others, the Assignor and the Assignee have entered into that certain First Amendment to Term Loan Agreement and Resignation and Appointment of Agent, dated as of the date hereof (the "First Amendment"), whereby the Assignor transferred to the Assignee, among other things, all of the Assignor's rights and obligations under the Existing Security Agreement and Existing Trademark Grant; and

WHEREAS, the Assignor wishes to confirm the details of the First Amendment and transfer all of its rights and obligations under the Existing Security Agreement to the Assignee, and the Assignee wishes to obtain from the Assignor, all of the Assignor's rights and obligations under the Existing Security Agreement, including the secured rights in the Existing Trademarks;

NOW THEREFORE; FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, the Assignor hereby assigns, transfers and sets over to the Assignee without recourse and without any representation or warranty of any kind, nature or description, and the Assignee hereby assumes from the Assignor, the Assignor's entire right, title and interest in and to the Existing Security Agreement and to the secured rights in and to the trademarks listed therein and in and to the Existing Trademarks.

This assignment is made in accordance with and subject to the First Amendment. In the event of any inconsistency between the terms and conditions of the First Amendment and this assignment, the terms of the First Amendment shall control.

THIS ASSIGNMENT is one of several documents being filed with the United States Patent and Trademark Office on this date, and should be recorded as document one (1) of two (2).

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

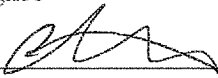
GA CAPITAL, LLC, as Agent
as Assignor

By: *K. Mello*
Name: *Krista Mello*
Title: *Assistant Vice President*

{Signature Page to Assignment of Grant of Security Interest in U.S. Trademarks}

TRADEMARK
REEL: 005383 FRAME: 0238


WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Assignee

By: 
Name: Christian C. P. West
Title: Authorized Signatory

ACKNOWLEDGED AND AGREED:

EXISTING GRANTOR:

BASHAS' INC.

By: 
Name: Edward N. Basha III
Title: President

[Signature Page to Assignment of Grant of Security Interest in U.S. Trademarks]

TRADEMARK
REEL: 005383 FRAME: 0240

SCHEDULE A TO ASSIGNMENT OF GRANT OF INTERESTS IN UNITED STATES
TRADEMARKS

Existing Trademarks

<u>MARK</u>	<u>REGISTRATION NUMBER/SERIAL NUMBER</u>	<u>REGISTRATION DATE/FILING DATE</u>
BASHAS' HEALTHSTYLES EAT SMART	4055604	12/15/2011
FOOD, FAMILY & FUN	85328916	05/24/2011
Sugar Smart	85265128	03/11/2011
Calcium Smart	85265109	03/11/2011
Fiber Smart	85265147	03/11/2011
Bashas' Hometown Grocer	85257033	08/30/2011
EDDIE'S CHOICE	85394584	08/10/2011
PICK 5	85298063	04/18/2011
Your Arizona Hometown grocer	3993185	11/19/2010
SAVINGS LOCK	85329119	05/24/2011
AJ's	3435643	05/27/2008
AJ's FINE FOODS	3435612	03/11/2008
"Pilon" (Sensory Mark)	3815882	07/06/2010
RIO RICO	3202506	01/23/2007
DR. BASH	2998765	09/14/2004
MOUNTAIN BASH	2985947	08/16/2005
BASHAS'	2162172	06/02/1998