

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM332152

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Haggen, Inc.		02/12/2015	CORPORATION: WASHINGTON
Haggen Opco North, LLC		02/12/2015	LIMITED LIABILITY COMPANY: DELAWARE
Haggen Opco South, LLC		02/12/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association		
<b>Street Address:</b>	500 First Avenue		
<b>Internal Address:</b>	Commercial Loan Service Center/DCC		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	national banking association: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2262455	C.A.R.D.	
<b>Registration Number:</b>	2290878	C.A.R.D.	
<b>Registration Number:</b>	4584329	F8	
<b>Registration Number:</b>	2478119	HAGGEN	
<b>Registration Number:</b>	3519493	HAGGEN SINCE 1933	
<b>Registration Number:</b>	4540453	LET FATE TEMPT YOU	
<b>Registration Number:</b>	4227151	NORTHWEST FRESH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158325619		
<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>			
<b>Phone:</b>	215-569-5619		
<b>Email:</b>	pecsenye@blankrome.com		
<b>Correspondent Name:</b>	Timothy D. Pecsénye		
<b>Address Line 1:</b>	Blank Rome LLP		
<b>TRADEMARK</b>			

OP \$190.00 2262455

**Address Line 2:** One Logan Square, 8th Floor  
**Address Line 4:** Philadelphia, PENNSYLVANIA 19103-6998

**ATTORNEY DOCKET NUMBER:** 074658-14086

**NAME OF SUBMITTER:** Timothy D. Pecsénye

**SIGNATURE:** /Timothy D. Pecsénye/

**DATE SIGNED:** 02/13/2015

**Total Attachments: 6**

source=PNC-Haggen IP Security#page1.tif

source=PNC-Haggen IP Security#page2.tif

source=PNC-Haggen IP Security#page3.tif

source=PNC-Haggen IP Security#page4.tif

source=PNC-Haggen IP Security#page5.tif

source=PNC-Haggen IP Security#page6.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") made as of this 12<sup>th</sup> day of February, 2015 by HAGGEN, INC., a Washington corporation ("Haggen"), HAGGEN OPCO NORTH, LLC, a Delaware limited liability company ("Haggen Opco North"), and HAGGEN OPCO SOUTH, LLC, a Delaware limited liability company ("Haggen Opco South" and, together with Haggen Opco North and Haggen, collectively the "Grantors," and each individually, a "Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION ("PNC"), in its capacity as agent for the Lenders (PNC, in such capacity, "Agent").

### W I T N E S S E T H

WHEREAS, Grantors (together with certain Affiliates and any other person joined as a borrower to the Credit Agreement from time to time, referred to herein as the "Borrowers" and each a "Borrower") have entered into that certain Revolving Credit, Term Loan and Security Agreement (as amended, restated or modified from time to time, the "Credit Agreement") dated as of the date hereof with the financial institutions party thereto from time to time as lenders (the "Lenders") and Agent, providing for the extensions of credit to be made to Borrowers by Lenders;

WHEREAS, as security for the Obligations under the Credit Agreement, each Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by such Grantor's copyrights, trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations under the Credit Agreement, each Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement of a continuing security interest in such Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each copyright, copyright application, trademark, trademark application, patent and patent application listed on Schedule 1 annexed hereto (such copyrights and copyright applications, the "Copyrights", such trademarks and trademark applications, the "Trademarks" and such patents and patent applications, the "Patents"), together with any reissues, renewals, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any Copyright, Trademark or Patent, or (b) injury to the goodwill associated with any Trademark.

3. Covenants. Except as otherwise permitted under the Credit Agreement, each Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Copyrights, Trademarks or Patents without prior written consent of Agent or in accordance with the Credit Agreement.

4. Representations and Warranties. Each Grantor hereby represents and warrants that the Copyrights, Trademarks and Patents listed on Schedule 1 attached hereto constitute all copyrights, copyright applications, trademarks, trademark applications, patents and patent applications owned or registered to such Grantor as of the date of this Agreement.

5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto. This Agreement constitutes supplemental terms to the rights and obligations under the Credit Agreement. In the event of any conflict between this Agreement (or any portion thereof) and the Credit Agreement, the terms of the Credit Agreement shall prevail.


6. Governing Law. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York applied to contracts to be performed wholly within the State of New York.

7. Termination. This Agreement and the Liens and security interests granted hereunder shall automatically terminate upon a termination of the Credit Agreement pursuant to and in accordance with Article XIII thereof.

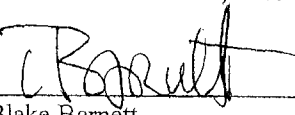
**[Signatures to appear on following page]**

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

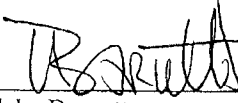
**HAGGEN, INC.**

By:   
Name: Blake Barnett  
Title: Chief Financial Officer

**HAGGEN OPCO NORTH, LLC**

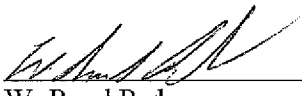
By:   
Name: Blake Barnett  
Title: Chief Financial Officer

**HAGGEN OPCO SOUTH, LLC**

By:   
Name: Blake Barnett  
Title: Chief Financial Officer

Agreed and Accepted  
As of the Date First Written Above

**PNC BANK, NATIONAL ASSOCIATION,**  
as Agent

By:   
Name: W. Reed Paden  
Title: Vice President

[Signature Page to Intellectual Property Security Agreement (Haggen)]

S-2

**TRADEMARK**  
**REEL: 005459 FRAME: 0865**

**SCHEDULE 1**


See Attached

[Intellectual Property Security Agreement (Haggen)]

**TRADEMARK**  
**REEL: 005459 FRAME: 0866**

Haggen, Inc.  
Trademarks

REGISTERED U.S. SERVICE MARKS: 7

MARK	SERVICES	REG. DATE	REG. NUMBER	NEXT DEADLINE
C.A.R.D.	Class 35: Retail grocery stores featuring a discount card program, consumer sweepstakes, and incentive award programs; promoting the goods and services of others through the distribution of discount membership cards	Jul 20 1999	2262455	Jul 20 2019: Renewal
C.A.R.D.	Class 42: Security services, namely, the assignment of membership identification numbers to affix to valuables and to attach to key rings to facilitate their recovery following loss or theft	Nov 9 1999	2290878	Nov 9 2019: Renewal
F8	Class 33: Wine	Aug 12 2014	4584329	Aug 12 2020: Registration maintenance
HAGGEN	Class 35: Retail grocery store services	Aug 14 2001	2478119	Aug 14 2021: Renewal
	Class 35: Retail grocery store services; retail pharmacy and drug store services; retail bakery; retail delicatessen; retail shop featuring flowers; retail store services featuring a wide variety of packaged, prepared and fresh food and beverages	Oct 21 2008	3519493	Oct 21 2018: Renewal
LET FATE TEMPT YOU	Class 33: Wine	May 27 2014	4540453	May 27 2020: Registration maintenance
NORTHWEST FRESH	Class 35: Retail grocery store services; retail pharmacy and drug store services; retail bakery; retail shop featuring flowers; retail store services featuring a wide variety of packaged, prepared and fresh food and beverages	Oct 16 2012	4227151	Oct 16 2018: Registration maintenance

TRADEMARK