

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM345245

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association (successor in interest to Well Fargo Retail Finance, LLC) as collateral agent		06/18/2015	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Save Mart Supermarkets		
Street Address:	1800 Standiford Avenue		
City:	Modesto		
State/Country:	CALIFORNIA		
Postal Code:	95350		
Entity Type:	CORPORATION: CALIFORNIA		
Name:	Yosemite Express Co.		
Street Address:	1800 Standiford Avenue		
City:	Modesto		
State/Country:	CALIFORNIA		
Postal Code:	95350		
Entity Type:	CORPORATION: CALIFORNIA		
Name:	Lucky Stores, Inc.		
Street Address:	1800 Standiford Avenue		
City:	Modesto		
State/Country:	CALIFORNIA		
Postal Code:	95350		
Entity Type:	CORPORATION: DELAWARE		
Name:	LS Holdings, Inc.		
Street Address:	1800 Standiford Avenue		
City:	Modesto		
State/Country:	CALIFORNIA		
Postal Code:	95350		
Entity Type:	CORPORATION: DELAWARE		
Name:	Lucky Stores Properties, Inc.		

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Street Address:	1800 Standiford Avenue
City:	Modesto
State/Country:	CALIFORNIA
Postal Code:	95350
Entity Type:	CORPORATION: DELAWARE
Name:	Lucky Stores, Inc.
Street Address:	1800 Standiford Avenue
City:	Modesto
State/Country:	CALIFORNIA
Postal Code:	95350
Entity Type:	CORPORATION: FLORIDA
Name:	Lucky Real Estate Holdings LLC
Street Address:	1800 Standiford Avenue
City:	Modesto
State/Country:	CALIFORNIA
Postal Code:	95350
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE
Name:	Lucky Mezzanine LLC
Street Address:	1800 Standiford Avenue
City:	Modesto
State/Country:	CALIFORNIA
Postal Code:	95350
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE
Name:	Lucky (Fla) Owner LLC
Street Address:	1800 Standiford Avenue
City:	Modesto
State/Country:	CALIFORNIA
Postal Code:	95350
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE
Name:	Lucky (Del) NoCal Investor LLC
Street Address:	1800 Standiford Avenue
City:	Modesto
State/Country:	CALIFORNIA
Postal Code:	95350
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE
Name:	Lucky (Fla) NoCal Investor LLC
Street Address:	1800 Standiford Avenue
City:	Modesto
State/Country:	CALIFORNIA

TRADEMARK

REEL: 005556 FRAME: 0901

Postal Code:	95350
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE
Name:	Lucky (Del) Owner LLC
Street Address:	1800 Standiford Avenue
City:	Modesto
State/Country:	CALIFORNIA
Postal Code:	95350
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE
Name:	LSP Properties LLC
Street Address:	1800 Standiford Avenue
City:	Modesto
State/Country:	CALIFORNIA
Postal Code:	95350
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE
Name:	Lucky (Fla) Lease Owner LLC
Street Address:	1800 Standiford Avenue
City:	Modesto
State/Country:	CALIFORNIA
Postal Code:	95350
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE
Name:	Lucky (Del) NoCal Lease Investor LLC
Street Address:	1800 Standiford Avenue
City:	Modesto
State/Country:	CALIFORNIA
Postal Code:	95350
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE
Name:	Lucky (Fla) NoCal Lease Investor LLC
Street Address:	1800 Standiford Avenue
City:	Modesto
State/Country:	CALIFORNIA
Postal Code:	95350
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	1038302	SAVE MART
Registration Number:	1786279	SMART SAVER
Serial Number:	78754399	MAXX VALUE
Serial Number:	77493262	PACIFIC COAST CAFÉ

CORRESPONDENCE DATA**Fax Number:** 8004947512

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: 202-370-4750**Email:** ipteam@nationalcorp.com**Correspondent Name:** Dwayne C. Houston**Address Line 1:** 1025 Vermont Avenue NW,Suite 1130**Address Line 2:** National Corporate Research, Ltd.**Address Line 4:** Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F156589
NAME OF SUBMITTER:	Andrew Nash
SIGNATURE:	/Andrew Nash/
DATE SIGNED:	06/19/2015

NAME OF SUBMITTER:	Andrew Nash
SIGNATURE:	/Andrew Nash/
DATE SIGNED:	06/19/2015

SIGNATURE:	/Andrew Nash/
DATE SIGNED:	06/19/2015

DATE SIGNED:	06/19/2015
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Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Trademark Release”) is conveyed as of June 18, 2015, by WELLS FARGO BANK, NATIONAL ASSOCIATION (successor in interest to Wells Fargo Retail Finance, LLC), as collateral agent (the “Secured Party”), in favor of each of the entities listed on Annex I (collectively, the “Grantors”, and each, a “Grantor”).

WHEREAS, each Grantor, among others, granted a security interest (the “Security Interest”) in and lien upon certain intellectual property held by such Grantor, including without limitation the Trademark Collateral (as defined below), to the Secured Party, as set forth in that certain Grant of a Security Interest in United States Trademarks, dated September 15, 2008, by the Grantors in favor of the Secured Party (as amended, amended and restated, restated, supplemented or otherwise modified and in effect from time to time, the “Trademark Security Agreement”), which was recorded with the United States Patent and Trademark Office (“USPTO”) on September 30, 2008 at Reel/Frame 3862/0317.

WHEREAS, the indebtedness secured by the Security Interest has been paid in full, and the Grantors have requested that the Secured Party release and reassign to each Grantor its interest in all Trademark Collateral, including those Marks identified in **Schedule A** hereto and made a part hereof; and

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Secured Party hereby agrees as follows:

A. Definitions. Unless otherwise defined herein, terms used in this Trademark Release have the meanings provided in the Trademark Security Agreement.

B. Release of Security Interest. The Secured Party hereby releases, terminates and discharges all liens and the Security Interest, hereby waives and relinquishes all its rights, powers, privileges and remedies with respect to Grantors and their respective successors and assigns in association with the Security Interest, and hereby releases Grantors and their successors and assigns from all covenants, obligations, liabilities and warranties in association with the Security Interest in the following (collectively, the “Trademark Collateral”):

- (a) all Marks, including those identified in **Schedule A** hereto;
- (b) all Licenses (as defined in the Security Agreement);
- (c) all of the Goodwill (as defined in the Security Agreement) connected with the use of, and symbolized by, the Marks and Licenses; and
- (d) all products and Proceeds (as defined in the Security Agreement) of and rights associated with the foregoing, including any claim by any Grantor against third parties for past, present, or future infringement or dilution of any Mark or License, for any injury to the Goodwill associated with the use of any Mark or License, or for enforcement of any Mark or License.

C. Power of Attorney. The Secured Party agrees that any power of attorney or similar rights granted by the Grantors to the Secured Party with respect to the Trademark Collateral, including those Marks identified in **Schedule A**, pursuant to or in connection with the Trademark Security Agreement is terminated.

D. Recordation of Trademark Release. This Trademark Release has been executed and delivered by the Secured Party for the purpose of recording the release of the Security Interest in the Trademark Collateral with the USPTO. The Agent hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Release.

E. Further Assurances. The Secured Party shall, at the sole cost and expense of the Grantors, execute and deliver to the Grantors all further releases and other documents (including but not limited to Uniform Commercial Code termination statements), and take all other actions reasonably necessary for the release of the Security Interest in in such Trademark Collateral.

F. Governing Law. This Trademark Release shall be governed by, and construed in accordance with, the laws of the State of New York without regard to its conflicts of law principles.

[Signature page follows]

IN WITNESS WHEREOF, Secured Party has caused this Trademark Release to be executed by its duly authorized officer as of the date above first written.

SECURED PARTY:

WELLS FARGO BANK, NATIONAL
ASSOCIATION (successor in interest to Wells
Fargo Retail Finance, LLC), as collateral agent

By: 

Name: Cory Loftus

Title: Director

ANNEX I

1. Save Mart Supermarkets, a California corporation
2. Yosemite Express Co., a California corporation
3. Lucky Stores, Inc., a Delaware corporation
4. LS Holdings, Inc., a Delaware corporation
5. Lucky Stores Properties, Inc., a Delaware corporation
6. Lucky Stores, Inc., a Florida corporation
7. Lucky Real Estate Holdings LLC, a Delaware limited liability company
8. Lucky Mezzanine LLC, a Delaware limited liability company
9. Lucky (Fla) Owner LLC, a Delaware limited liability company
10. Lucky (Del) NoCal Investor LLC, a Delaware limited liability company
11. Lucky (Fla) NoCal Investor LLC, a Delaware limited liability company
12. Lucky (Del) Owner LLC, a Delaware limited liability company
13. LSP Properties LLC, a Delaware limited liability company
14. Lucky (Fla) Lease Owner LLC, a Delaware limited liability company
15. Lucky (Del) NoCal Lease Investor LLC, a Delaware limited liability company
16. Lucky (Fla) NoCal Lease Investor LLC, a Delaware limited liability company

SCHEDULE A

<u>Mark</u>	<u>Grantor/Owner</u>	<u>Reg./App. No.</u>	<u>Goods/Services</u>
SAVE MART	Save Mart Supermarkets	1038302	IC-042
SMART SAVER	Save Mart Supermarkets	1786279	IC-042
MAXX VALUE	Save Mart Supermarkets	78754399	IC-003, IC-016, IC-021, IC 029, IC-030, IC-031 & IC-032
PACIFIC COAST CAFÉ	Save Mart Supermarkets	77493262	IC-029 & IC-030

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