

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM372851

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Acme Markets, Inc.		02/11/2016	CORPORATION: DELAWARE
American Stores Company, LLC		02/11/2016	LIMITED LIABILITY COMPANY: DELAWARE
Shaw's Supermarkets, Inc.		02/11/2016	CORPORATION: MASSACHUSETTS
New Albertson's, Inc.		02/11/2016	CORPORATION: OHIO
Star Markets Company, Inc.		02/11/2016	CORPORATION: MASSACHUSETTS
NAI Saturn Eastern LLC		02/11/2016	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association, as collateral agent		
Street Address:	Rodney Square North		
Internal Address:	1100 North Market Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19890		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 76			
Property Type	Number	Word Mark	
Registration Number:	2041975	ACME	
Registration Number:	2127394	ACME	
Registration Number:	2152108	ACME	
Registration Number:	2142414	ACME	
Registration Number:	2123906	ACME	
Registration Number:	2138677	ACME	
Registration Number:	2135688	ACME	
Registration Number:	2137116	ACME	
Registration Number:	2152107	ACME	
Registration Number:	1369567	ACME	
Registration Number:	2275601	ACME	
TRADEMARK			

CH \$1915.00 2041975

Property Type	Number	Word Mark
Registration Number:	2455780	ACME CARRY-OUT CUISINE
Registration Number:	2047800	ACME PHARMACY
Registration Number:	2193524	ACME SUPERCARD
Registration Number:	3092771	BUNCHES OF FUN
Registration Number:	2750012	CANTASTIC
Registration Number:	2082392	EXPRESS PRESCRIPTION REFILL SERVICE
Registration Number:	1170714	FISHERMAN'S NET
Registration Number:	2271955	FRESHNESS FIRST
Registration Number:	1674665	GOOD FOOD COSTS LESS AT SHAW'S
Registration Number:	1972790	INTERMOUNTAIN TELEPORT
Registration Number:	2323538	IVINS'
Registration Number:	0541264	IVINS'
Registration Number:	1219505	JEWEL
Registration Number:	2107247	JEWEL
Registration Number:	2114172	JEWEL
Registration Number:	2114038	JEWEL
Registration Number:	2138475	JEWEL
Registration Number:	2105514	JEWEL
Registration Number:	2112225	JEWEL
Registration Number:	2109071	JEWEL
Registration Number:	2114037	JEWEL
Registration Number:	2119541	JEWEL
Registration Number:	2109070	JEWEL
Registration Number:	3381782	JEWEL
Registration Number:	3384561	JEWEL EXPRESS
Registration Number:	3282511	JEWEL-OSCO
Registration Number:	2128535	JEWEL-OSCO
Registration Number:	2631241	MARKETFRESH LA CARTE
Registration Number:	2580815	MEMORIES ON CAKE
Registration Number:	4594281	MYRXCARE
Registration Number:	1003861	OSCO
Registration Number:	3129940	OSCO
Registration Number:	2256751	OSCODRUG
Registration Number:	2110139	PRODUCE PRO
Registration Number:	2683083	QUALITY BREAD VARIETY
Registration Number:	4114584	QUICK FIXIN' IDEAS
Registration Number:	1694655	S QUALITY SINCE 1860
Registration Number:	1997783	SAVE-ON-FOODS

Property Type	Number	Word Mark
Registration Number:	2660974	SAVE-ON-MORE
Registration Number:	2705627	SAVE-ON-MORE
Registration Number:	2878084	SAV-ON
Registration Number:	3668575	SHAW'S
Registration Number:	3697642	SHAW'S
Registration Number:	3401015	SHAW'S
Registration Number:	1228764	SHAW'S
Registration Number:	2959059	
Registration Number:	2638924	SHAW'S MARKETFRESH
Registration Number:	1187005	SHAW'S S
Registration Number:	1134792	SHOP & SHARE
Registration Number:	2539869	SHOP THE WORLD FOOD HALL
Registration Number:	2542891	SHOP THE WORLD FOOD HALL
Registration Number:	2544663	SHOP THE WORLD FOOD HALL
Registration Number:	2237766	SNACK CENTRAL
Registration Number:	1481140	STAR MARKET
Registration Number:	2044848	STEP SAVER
Registration Number:	3271360	TAKING KOSHER SHOPPING TO A WHOLE NEW LE
Registration Number:	4821780	THE FROSTED MUG
Registration Number:	1455761	U.S. SATELLITE CORPORATION
Registration Number:	4059794	U.S. SATELLITE CORPORATION
Registration Number:	3005346	GENUARDI'S SMART CHECK GENUARDI'S CLUB
Registration Number:	2337432	GENUARDI'S FAMILY MARKETS
Registration Number:	2320339	G GENUARDI'S FAMILY MARKETS COMMUNITY CA
Registration Number:	2062539	G GENUARDI'S
Registration Number:	2060357	GENUARDI'S
Registration Number:	2060358	G

CORRESPONDENCE DATA

Fax Number: 2125935955

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: 212-756-2132

Email: scott.kareff@srz.com

Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP

Address Line 1: 919 Third Avenue

Address Line 2: 25th Floor

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 014951-0667

NAME OF SUBMITTER:	Scott Kareff (014951-0667)
SIGNATURE:	/kc for sk/
DATE SIGNED:	02/11/2016
Total Attachments: 10 source=Trademark Security Agreement for Acme Markets, Inc. and others#page1.tif source=Trademark Security Agreement for Acme Markets, Inc. and others#page2.tif source=Trademark Security Agreement for Acme Markets, Inc. and others#page3.tif source=Trademark Security Agreement for Acme Markets, Inc. and others#page4.tif source=Trademark Security Agreement for Acme Markets, Inc. and others#page5.tif source=Trademark Security Agreement for Acme Markets, Inc. and others#page6.tif source=Trademark Security Agreement for Acme Markets, Inc. and others#page7.tif source=Trademark Security Agreement for Acme Markets, Inc. and others#page8.tif source=Trademark Security Agreement for Acme Markets, Inc. and others#page9.tif source=Trademark Security Agreement for Acme Markets, Inc. and others#page10.tif	

Trademark Security Agreement

Trademark Security Agreement, dated as of February 11, 2016, by ACME MARKETS, INC., AMERICAN STORES COMPANY, LLC, SHAW'S SUPERMARKETS, INC., NEW ALBERTSON'S, INC., STAR MARKETS COMPANY, INC. and NAI SATURN EASTERN LLC (individually, a "Grantor," and, collectively, the "Grantors"), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the Indenture (in such capacity, the "Notes Collateral Agent").

WITNESSETH:

WHEREAS, the Grantors are party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Notes Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Notes Collateral Agent, for the benefit of the Secured Parties, to enter into the Indenture, the Grantors hereby agree with the Notes Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Notes Collateral Agent for the benefit of the Secured Parties (and, to the extent provided for in Article II and in Article X of the Security Agreement, for the benefit of the holders of the Safeway 2016/2017/2019 Notes and the Safeway Notes Trustee) a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor:

- (a) Trademarks of such Grantor listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Assets).

SECTION 3. Security Agreement; Intercreditor Agreements. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Notes Collateral Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Notes Collateral Agent with respect to the security interest in the Trademarks made and granted hereby 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

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rity Agreement shall control. Notwithstanding anything herein to the contrary, (i) the Liens and security interest granted to the Notes Collateral Agent for the benefit of the Secured Parties pursuant to this Trademark Security Agreement are expressly subject and subordinate to the liens and security interest granted to the Term Loan Collateral Agent pursuant to the Term Loan Facility and (ii) the exercise of any right or remedy by the Notes Collateral Agent hereunder is subject to the limitations and provisions of the Intercreditor Agreements. In the event of any conflict between the terms of the Intercreditor Agreements and the terms of this Trademark Security Agreement, the terms of the Intercreditor Agreements shall govern and control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, upon the request of the Grantors the Notes Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security 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 Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by telecopy, pdf or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY, AND ALL DISPUTES BETWEEN THE PARTIES UNDER OR RELATING TO THIS TRADEMARK SECURITY 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, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

NEW ALBERTSON'S, INC.

By: _____

Name: James Perkins

Title: President & Chief Operating Officer

**ACME MARKETS, INC.
AMERICAN STORES COMPANY, LLC
SHAW'S SUPERMARKETS, INC.
STAR MARKETS COMPANY, INC.
NAI SATURN EASTERN LLC**

By: _____

Name: Gary Morton

Title: Vice President, Treasurer & Assistant Secretary

[Signature Page to Trademark Security Agreement – Second Lien]

**TRADEMARK
REEL: 005729 FRAME: 0080**

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

NEW ALBERTSON'S, INC.


By: _____
Name: James Perkins
Title: President & Chief Operating Officer

**ACME MARKETS, INC.
AMERICAN STORES COMPANY, LLC
SHAW'S SUPERMARKETS, INC.
STAR MARKETS COMPANY, INC.
NAI SATURN EASTERN LLC**

By: _____
Name: Gary Morton
Title: Vice President, Treasurer & Assistant Secretary

Accepted and Agreed:

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Notes Collateral Agent

By: 
Name: Hallie E. Field
Title: Assistant Vice President

[Signature Page to Trademark Security Agreement – Second Lien]

TRADEMARK
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SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark registrations:

TRADEMARK	OWNER	COUNTRY	App./Reg. No.
ACME	Acme Markets, Inc.	United States of America	2041975
ACME	American Stores Company, LLC	United States of America	2127394
ACME	American Stores Company, LLC	United States of America	2152108
ACME	American Stores Company, LLC	United States of America	2142414
ACME	American Stores Company, LLC	United States of America	2123906
ACME	American Stores Company, LLC	United States of America	2138677
ACME	American Stores Company, LLC	United States of America	2135688
ACME	American Stores Company, LLC	United States of America	2137116
ACME	American Stores Company, LLC	United States of America	2152107
ACME & OVAL Design	Acme Markets, Inc.	United States of America	1369567
ACME (Stylized)	Acme Markets, Inc.	United States of America	2275601
ACME CARRY-OUT CUISINE	American Stores Company, LLC	United States of America	2455780
ACME EXPRESS	Acme Markets, Inc.	United States of America	
ACME PHARMACY	Acme Markets, Inc.	United States of America	2047800
ACME SUPERCARD	American Stores Company, LLC	United States of America	2193524
BUNCHES OF FUN	Shaw's Supermarkets, Inc.	United States of America	3092771

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TRADEMARK
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CANTASTIC	Shaw's Supermarkets, Inc.	United States of America	2750012
EXPRESS PRESCRIPTION REFILL SERVICE	New Albertson's, Inc.	United States of America	2082392
FISHERMAN'S NET	Acme Markets, Inc.	United States of America	1170714
FRESHNESS FIRST	American Stores Company, LLC	United States of America	2271955
GOOD FOOD COSTS LESS AT SHAW'S	Shaw's Supermarkets, Inc.	United States of America	1674665
INTERMOUNTAIN TELEPORT	U.S. Satellite Corporation	United States of America	1972790
IVINS'	Acme Markets, Inc.	United States of America	2323538
IVINS'	Acme Markets, Inc.	United States of America	541264
JEWEL	American Stores Company, LLC	United States of America	1219505
JEWEL	American Stores Company, LLC	United States of America	2107247
JEWEL	American Stores Company, LLC	United States of America	2114172
JEWEL	American Stores Company, LLC	United States of America	2114038
JEWEL	American Stores Company, LLC	United States of America	2138475
JEWEL	American Stores Company, LLC	United States of America	2105514
JEWEL	American Stores Company, LLC	United States of America	2112225
JEWEL	American Stores Company, LLC	United States of America	2109071
JEWEL	American Stores Company, LLC	United States of America	2114037
JEWEL	American Stores Company, LLC	United States of America	2119541
JEWEL	American Stores Company, LLC	United States of America	2109070

JEWEL	American Stores Company, LLC	United States of America	3381782
JEWEL EXPRESS	American Stores Company, LLC	United States of America	3384561
JEWEL-OSCO	American Stores Company, LLC	United States of America	3282511
JEWEL-OSCO	American Stores Company, LLC	United States of America	2128535
MARKETFRESH LA CARTE	Shaw's Supermarkets, Inc.	United States of America	2631241
MEMORIES ON CAKE	Shaw's Supermarkets, Inc.	United States of America	2580815
MYRXCARE	New Albertson's, Inc.	United States of America	4594281
OSCO	American Stores Company, LLC	United States of America	1003861
OSCO	American Stores Company, LLC	United States of America	3129940
OSCODRUG	American Stores Company, LLC	United States of America	2256751
PRODUCE PRO	American Stores Company, LLC	United States of America	2110139
QUALITY BREAD VARIETY	Shaw's Supermarkets, Inc.	United States of America	2683083
QUICK FIXIN' IDEAS	New Albertson's, Inc.	United States of America	4114584
S QUALITY SINCE 1860	Shaw's Supermarkets, Inc.	United States of America	1694655
SAVE-ON-FOODS	New Albertson's, Inc.	United States of America	1997783
SAVE-ON-MORE	New Albertson's, Inc.	United States of America	2660974
SAVE-ON-MORE (Design)	New Albertson's, Inc.	United States of America	2705627
SAV-ON	New Albertson's, Inc.	United States of America	2878084
SAVON FOODS	New Albertson's, Inc.	United States of America	
SHAW'S	Shaw's Supermarkets, Inc.	United States of America	3668575

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SHAW'S	Shaw's Supermarkets, Inc.	United States of America	3697642
SHAW'S	Shaw's Supermarkets, Inc.	United States of America	3401015
SHAW'S	Shaw's Supermarkets, Inc.	United States of America	1228764
SHAW'S (Stylized)	SHAW'S SUPERMARKETS, INC	Maine	19780044M
SHAW'S (Stylized)	SHAW'S SUPERMARKETS, INC	New Hampshire	2148
Shaw's Celebrating 150 Years As Your Neighborhood Grocer Logo	Shaw's Supermarkets, Inc.	United States of America	
SHAW'S LEAF DESIGN	Shaw's Supermarkets, Inc.	United States of America	2959059
SHAW'S MARKETFRESH	Shaw's Supermarkets, Inc.	United States of America	2638924
SHAW'S S	Shaw's Supermarkets, Inc.	United States of America	1187005
SHOP & SHARE	American Stores Company, LLC	United States of America	1134792
SHOP THE WORLD FOOD HALL	Shaw's Supermarkets, Inc.	United States of America	2539869
SHOP THE WORLD FOOD HALL	Shaw's Supermarkets, Inc.	United States of America	2542891
SHOP THE WORLD FOOD HALL	Shaw's Supermarkets, Inc.	United States of America	2544663
SNACK CENTRAL	New Albertson's, Inc.	United States of America	2237766
STAR MARKET	Star Markets Company, Inc.	United States of America	1481140

STEP SAVER	Shaw's Supermarkets, Inc.	United States of America	2044848
TAKING KOSHER SHOPPING TO A WHOLE NEW LEVEL	New Albertson's, Inc.	United States of America	3271360
The Frosted Mug	New Albertson's, Inc.	United States of America	4821780
U.S. SATELLITE CORPORATION	American Stores Company, LLC	United States of America	1455761
U.S. SATELLITE CORPORATION	American Stores Company, LLC	United States of America	4059794
GENUARDI'S SMART CHECK GENUARDI'S CLUB	NAI Saturn Eastern LLC	United States of America	3005346
GENUARDI'S FAMILY MARKETS	NAI Saturn Eastern LLC	United States of America	2337432
G GENUARDI'S FAMILY MARKETS COMMUNITY CASH BACK PROGRAM	NAI Saturn Eastern LLC	United States of America	2320339
G GENUARDI'S	NAI Saturn Eastern LLC	United States of America	2062539
GENUARDI'S	NAI Saturn Eastern LLC	United States of America	2060357
	NAI Saturn Eastern LLC	United States of America	2060358