OP \$40.00 3864739

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM384121

| SUBMISSION TYPE: | NEW ASSIGNMENT |
|-----------------------|------------------------------|
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------------------|----------|----------------|---------------------|
| GOLDMAN SACHS BANK U.S.A. | | 05/10/2016 | Bank: UNITED STATES |

RECEIVING PARTY DATA

| Name: | SUPERVALU INC. | |
|-----------------|------------------------|--|
| Street Address: | 11840 Valley View Road | |
| City: | Eden Prairie | |
| State/Country: | MINNESOTA | |
| Postal Code: | 55344 | |
| Entity Type: | Corporation: DELAWARE | |

PROPERTY NUMBERS Total: 1

| Property Type | Number | Word Mark |
|----------------------|---------|-----------------|
| Registration Number: | 3864739 | FINCA EL ORIGEN |

CORRESPONDENCE DATA

Fax Number: 6123329081

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: dockmpls@merchantgould.com

Correspondent Name: Gregory C. Golla
Address Line 1: P.O. Box 2910

Address Line 4: Minneapolis, MINNESOTA 55402-0910

| NAME OF SUBMITTER: | Gregory C. Golla |
|--------------------|------------------|
| SIGNATURE: | /gcg/ |
| DATE SIGNED: | 05/12/2016 |

Total Attachments: 3

source=SuperValu - Goldman Sachs Trademark Release 2016#page1.tif source=SuperValu - Goldman Sachs Trademark Release 2016#page2.tif source=SuperValu - Goldman Sachs Trademark Release 2016#page3.tif

TRADEMARK REEL: 005791 FRAME: 0335

900364279

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTERESTS IN TRADEMARKS** (this "<u>Termination and Release</u>") is granted as of May 10, 2016, by **GOLDMAN SACHS BANK U.S.A.**, in its capacity as Administrative and Collateral Agent for the Credit Parties (in such capacity, the "<u>Grantee</u>"), in favor of **SUPERVALU INC.**, a Delaware corporation (the "<u>Borrower</u>"). All capitalized terms used herein shall have the meaning ascribed to them in the Security Agreement (as defined below), unless otherwise defined in this Termination and Release.

WHEREAS, the Borrower is a party with the Grantee to a Term Loan Security Agreement dated as of March 21, 2013 (as may have been amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Borrower executed a Grant of Security Interest in United States Trademarks dated as of March 21, 2013 (the "<u>Trademark Security Agreement</u>"), granting the Grantee a security interest in and lien on (a) all of the Borrower's right, title and interest in, to and under the registered trademark set forth on <u>Exhibit A</u> attached hereto (the "<u>Mark</u>"), (b) all rights and privileges arising under applicable law with respect to the Borrower's use of the Mark, (c) all reissues, extensions, continuation and renewals thereof, (d) income, fees, royalties, damages and payments then and thereafter due and/or payable thereunder and with respect thereto, including, without limitation, damages, claims and payments for past, present or future infringements thereof, (e) all of the Goodwill associated with any of the foregoing, (f) rights corresponding thereto throughout the world and (g) rights to sue for past, present and future infringements thereof (collectively, the "<u>Trademark Collateral</u>");

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on March 25, 2013, at Reel 4989, Frame 0697; and

WHEREAS, the Borrower has requested that the Grantee terminate and release its security interest in and lien on the Trademark Collateral and as herein provided, and the Grantee has agreed to do so.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantee hereby terminates, releases, and discharges its lien on and security interest in the Trademark Collateral, and hereby reassigns, grants, and conveys to the Borrower, without any representation, recourse or undertaking of any kind, any right, title, or interest the Grantee may have in and to the Trademark Collateral.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

TRADEMARK REEL: 005791 FRAME: 0336

GOLDMAN SACHS BANK U.S.A., Grantee

By: JOHNEY

Name: Title:

Anna Ashurov Authorized Signatory

[SIGNATURE PAGE TO TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS]

> TRADEMARK REEL: 005791 FRAME: 0337

EXHIBIT A

NY\7674488.2

RECORDED: 05/12/2016

TRADEMARK REEL: 005791 FRAME: 0338