# OP \$40.00 3864739

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM384106

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

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
WELLS FARGO BANK		05/05/2016	National Association: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	SUPERVALU INC.	
Street Address:	11840 Vallue 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: 4**

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# 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 5, 2016, by **WELLS FARGO BANK**, National Association, in its capacity as administrative agent (in such capacity, the "<u>Grantee</u>"), in favor of **SUPERVALU INC.**, a Delaware corporation (the "<u>Grantor</u>").

WHEREAS, the Grantor is a party with the Grantee to an Amended and Restated Security Agreement dated as of March 21, 2013 (as has been amended, modified, restated, and/or supplemented from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor 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 certain Trademark Collateral (as defined below);

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on March 28, 2013, at Reel 4992, Frame 0467, against the trademark identified on Exhibit A hereto; and

WHEREAS, the Grantor has requested that the Grantee terminate and release its security interests in and liens on the Trademark Collateral identified on Exhibit A 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 agrees as follows:

### 1. Definitions.

- a. All capitalized terms used herein shall have the meaning ascribed to them in the Security Agreement, unless otherwise defined in this Termination and Release.
- b. The term "Trademark Collateral," as used herein, shall mean: (a) all of the Grantor's right, title and interest in, to and under to the United States trademarks, tradenames, trade styles and service marks and all trademark registrations and use-based trademark applications and recordings (the "Marks") set forth on Exhibit A attached hereto, (b) all rights and privileges arising under applicable law with respect to Grantor's use of any Marks, and all reissues, extensions, continuation and renewals thereof, (c) all prints and labels on which any Marks have appeared or will appear, and all designs and general intangibles of a like nature; (d) the goodwill of the business symbolized by each of the Marks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Marks, and (e) all rights corresponding thereto.
- 2. <u>Release of Security Interest</u>. The Grantee hereby terminates, releases, and discharges all liens and security interests in the Trademark Collateral identified on Exhibit A.

3. Reassignment. The Grantee hereby reassigns, grants, and conveys to the Grantor, without any representation, recourse or undertaking by the Grantee, all of the Grantee's right,
title, and interest in and to the Trademark Collateral identified on Exhibit A.
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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

> WELLS FARGO BANK, NATIONAL **ASSOCIATION**, Grantee

By: Name: Joseph Burt
Title: Director

## EXHIBIT A