

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM407713

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Moran Foods LLC		12/05/2016	Limited Liability Company: MISSOURI
RECEIVING PARTY DATA			
Name:	Citibank, N.A.		
Street Address:	580 Cross Point Pkwy		
City:	Getzville		
State/Country:	NEW YORK		
Postal Code:	14068		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Serial Number:	85143032	A C AMERICA'S CHOICE RESERVE	
Serial Number:	86905338	AMERICA'S CHOICE	
Serial Number:	73514986	AMERICA'S CHOICE	
Serial Number:	78218486	AMERICA'S CHOICE	
Serial Number:	74801784	AMERICA'S CHOICE	
Serial Number:	74801783	AMERICA'S CHOICE	
Serial Number:	74332876	AMERICA'S CHOICE	
Serial Number:	74234200	AMERICA'S CHOICE	
Serial Number:	87108334	AMERICA'S CHOICE	
Serial Number:	77646729	BEING WELL BABY	
Serial Number:	77976602	BEING WELL BABY	
Serial Number:	77374528	BEING WELL BODY	
Serial Number:	86531464	BEING WELL WOMAN	
Serial Number:	76134533	GREAT FOOD GREAT PRICES!	
Serial Number:	78740589	GREAT FOOD GREAT PRICES!	
Serial Number:	75620441	SAL	
Serial Number:	74593861	SAL FOOD STORES	
Serial Number:	78830148	SAVE A LOT	
Serial Number:	76262945	SAVE A LOT	
TRADEMARK			

CH \$565.00 85143032

Property Type	Number	Word Mark
Serial Number:	78247361	SAVE A LOT
Serial Number:	78247358	SAVE A LOT
Serial Number:	73166723	SAVE-A-LOT

CORRESPONDENCE DATA

Fax Number: 2128594000

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: 212-859-8000

Email: alana.berrocal@friedfrank.com

Correspondent Name: Alana Berrocal

Address Line 1: 1 New York Plaza

Address Line 2: 26th Floor

Address Line 4: New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER:	3604-1 [7565]
NAME OF SUBMITTER:	Alana Berrocal
SIGNATURE:	/Alana Berrocal/
DATE SIGNED:	12/05/2016

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of December 5, 2016, is entered into by each of the undersigned (each, a "Grantor") in favor of Citibank, N.A. as Collateral Agent (together with its successors, in such capacity, the "Collateral Agent") for the benefit of the Secured Parties (as defined in the Pledge and Security Agreement described below).

WHEREAS, each Grantor has executed and delivered that certain Term Loan Pledge and Security Agreement, dated as of the date hereof, in favor of the Collateral Agent (as the same may be amended, restated, amended and restated or otherwise modified, the "Pledge and Security Agreement"), pursuant to which such Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title, and interest in and to the Trademark Collateral (as defined below).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor and the Collateral Agent hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement or the Credit Agreement referred to therein.

SECTION 2. Grant of Security Interest. Each Grantor hereby collaterally assigns, grants, mortgages and pledges to the Collateral Agent, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title, or interest and wherever the same may be located (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of such Grantor's Obligations (including, without limitation, any extensions, modifications, substitutions, amendments or renewals of any or all of such Obligations):

- (i) all U.S. federal and state and foreign trademarks, trade names, trade dress, corporate names, company names, business names, internet domain names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, designs and general tangibles of a like nature, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A, and all rights corresponding thereto throughout the world;
- (ii) all of the goodwill of the business connected with the use of and symbolized by the foregoing;
- (iii) all extensions and renewals of the foregoing;
- (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, or other violation of any of the foregoing or for any injury to goodwill; and

(v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto.

provided, however, that the foregoing shall not include (i) any “intent-to-use” Trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application under applicable federal law or (ii) any other Excluded Asset.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the ratable benefit of the Secured Parties pursuant to the Pledge and Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and 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 Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

SECTION 5. Governing Law. This agreement and the rights and obligations of the parties hereunder and any claim or controversy relating hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without regard to its conflicts of laws principles.

SECTION 6. Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy or .pdf), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[Signatures follow]

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

GRANTORS:

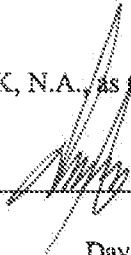
MORAN FOODS, LLC

By: 

Name: John Breedlove

Title: Vice President, General Counsel, Secretary

CITIBANK, N.A., as Collateral Agent

By: 
Name: _____
Title: David Leland
Vice President






[Signature Page to Trademark Security Agreement]

**SCHEDULE A
TRADEMARKS**

Owner	Mark	Logo	Application Date	Application Number	Registration Date	Registration Number	Jurisdiction
Moran Foods, LLC	A C AMERICAS CHOICE RESERVE and DESIGN		10/01/10	85143032	10/18/11	4040782	United States of America
Moran Foods, LLC	AMERICA'S CHOICE		02/11/16	86905338			United States of America
Moran Foods, LLC	AMERICA'S CHOICE		12/24/84	73514986	02/25/86	1384513	United States of America
Moran Foods, LLC	AMERICA'S CHOICE		02/25/03	78218486	10/18/05	3007194	United States of America
Moran Foods, LLC	AMERICA'S CHOICE		12/30/91	74801784	10/25/94	1860494	United States of America
Moran Foods, LLC	AMERICA'S CHOICE		12/30/91	74801783	11/01/94	1861428	United States of America
Moran Foods, LLC	AMERICA'S CHOICE		11/19/92	74332876	01/30/01	2425385	United States of America
Moran Foods, LLC	AMERICA'S CHOICE		12/30/91	74234200	11/26/96	2019444	United States of America
Moran Foods, LLC	AMERICA'S CHOICE		7/19/16	87108334			United States of America
Moran Foods, LLC	BEING WELL BABY		01/09/09	77646729	04/13/10	3775924	United States of America
Moran Foods, LLC	BEING WELL BABY		11/29/07	77976602	04/21/09	3610261	United States of America
Moran Foods, LLC	BEING WELL BODY		01/17/08	77374528	11/16/10	3877289	United States of America
Moran Foods, LLC	BEING WELL WOMAN		02/11/15	86531464	10/27/15	4,840,202	United States of America
Moran Foods, LLC	GREAT FOOD PRICES!		09/25/00	76134533	01/15/02	2530995	United States of America
Moran Foods, LLC	GREAT FOOD PRICES!		10/26/05	78740589	09/19/06	3145442	United States of America
Moran Foods, LLC	SAL		01/13/99	75620441	01/25/00	2311736	United States of America

TRADEMARK

REEL: 005934 FRAME: 0842

Owner	Mark	Logo	Application Date	Application Number	Registration Date	Registration Number	Jurisdiction
Moran Foods, LLC	SAL FOOD STORES		11/02/94	74593861	02/13/96	1955935	United States of America
Moran Foods, LLC	SAL FOOD STORES ¹		11/02/94	74593861	02/13/96	1955935	United States of America
Moran Foods, LLC	SAVE A LOT		03/06/06	78830148	01/02/07	3193809	United States of America
Moran Foods, LLC	SAVE A LOT		05/25/01	76262945	12/25/01	2522594	United States of America
Moran Foods, LLC	SAVE A LOT		05/08/03	78247361	02/17/04	2815192	United States of America
Moran Foods, LLC	SAVE A LOT		05/08/03	78247358	02/10/04	2813215	United States of America
Moran Foods, LLC	SAVE-A-LOT		04/17/78	73166723	09/21/82	1210074	United States of America

TRADEMARK

¹ This logo is no longer being used; Save-A-Lot has requested that this mark lapse. It may take several months for the mark to become inactive.