

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM453263

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
New Albertson's L.P.		12/03/2017	Limited Partnership: DELAWARE
DineInFresh, Inc.		12/03/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	100 Federal Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5185052	THE KOSHER MARKETPLACE	
Registration Number:	5174399	FOOD WITH THOUGHT	
Registration Number:	4461339	PLATED	
Registration Number:	4971601	THE EVOLVED EATER	
Serial Number:	86825858	COOK MORE, LIVE BETTER	
Serial Number:	86893508	PERISHABLE GOODNESS	
Serial Number:	85862769	PLATED	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<i>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.</i>			
Phone:	614-280-3566		
Email:	james.murray@wolterskluwer.com		
Correspondent Name:	James Murray		
Address Line 1:	4400 Easton Commons Way, Suite 125		
Address Line 2:	CT Corporation		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		

OP \$190.00 5185052

SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	12/05/2017
Total Attachments: 7 source=Albertsons - BofA Trademark Security Agreement (December 2017)#page1.tif source=Albertsons - BofA Trademark Security Agreement (December 2017)#page2.tif source=Albertsons - BofA Trademark Security Agreement (December 2017)#page3.tif source=Albertsons - BofA Trademark Security Agreement (December 2017)#page4.tif source=Albertsons - BofA Trademark Security Agreement (December 2017)#page5.tif source=Albertsons - BofA Trademark Security Agreement (December 2017)#page6.tif source=Albertsons - BofA Trademark Security Agreement (December 2017)#page7.tif	

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- 1. New Albertson's L.P.
- 2. DineInFresh, Inc.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other 1. Limited Partnership-DE; 2. Corp.-DE

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) December 3, 2017

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A., as Collateral Agent

Street Address: 100 Federal Street

City: Boston

State: MA

Country: USA Zip: 02110

- Individual(s) Citizenship _____
 Association Citizenship USA
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

See Schedule I

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera

Signature

December 4, 2017

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Trademark Security Agreement

Trademark Security Agreement, dated as of December 3, 2017, by New Albertson's L.P. and DineInFresh, Inc. (individually, a "Grantor", and collectively, the "Grantors"), in favor of BANK OF AMERICA, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Grantors are a party to a Second Amended and Restated Security Agreement dated as of December 21, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the 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 Collateral Agent, for the benefit of the Credit Parties, to enter into the Credit Agreement, the Grantors hereby agree with the 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 Collateral Agent for the benefit of the Credit Parties 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 Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the 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 unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the 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.

NEW ALBERTSONS L.P.

By: _____


Name: Wayne Denningham

Title: President & Chief Operating Officer

DINEINFRESH, INC.

By: _____

Name: Laura A. Donald

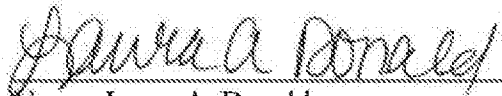
Title: Group Vice President, Corporate
Law & Assistant Secretary

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.

NEW ALBERTSONS L.P.

By: _____
Name: Wayne Denningham
Title: President & Chief Operating Officer

DINEINFRESH, INC.

By:  _____
Name: Laura A. Donald
Title: Group Vice President, Corporate
Law & Assistant Secretary

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Collateral Agent

By: 

Name: Richard D. Hill
Title: Managing Director

By: 

Name: Brian Lindblom
Title: Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006221 FRAME: 0174

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark registrations:

TRADEMARK	APPLICANT/OWNER	REGISTRATION NUMBER
The Kosher Marketplace	New Albertson's L.P.	5185052
Food With Thought	DineInFresh, Inc.	5174399
Plated (Classes 16, 35, 41)	DineInFresh, Inc.	4461339
The Evolved Eater	DineInFresh, Inc.	4971601

Trademark Applications:

TRADEMARK	APPLICANT/OWNER	APPLICATION NUMBER
Cook More, Live Better	DineInFresh, Inc.	86825858
Perishable Goodness	DineInFresh, Inc.	86893508
Plated (Classes 9, 42, 43, 45)	DineInFresh, Inc.	85862769