

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM476262

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ABL Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bi-Lo, LLC		05/31/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SunTrust Bank		
Street Address:	303 Peachtree Street, N.E., 25th Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	Corporation: GEORGIA		
PROPERTY NUMBERS Total: 31			
Property Type	Number	Word Mark	
Registration Number:	5100735	PATHSTONE HEALTH SERVICES	
Registration Number:	2383950	SOUTHERN HOME	
Registration Number:	2232549	SOUTHERN HOME	
Registration Number:	3506198	SUPER BI-LO	
Registration Number:	3369108	SUPER BI-LO	
Registration Number:	2408652	THE DRUGSTORE AT BI-LO	
Registration Number:	1886247	WALTER'S	
Registration Number:	1886248	WALTER'S	
Registration Number:	2355276	WALTER'S WAY	
Registration Number:	3981153	BI-LO	
Registration Number:	1880217	BI-LO	
Registration Number:	1929328	BI-LO	
Registration Number:	1881026	BI-LO	
Registration Number:	1888664	BI-LO	
Registration Number:	2410977	BI-LO CENTER	
Registration Number:	2423634	BI-LO CENTER	
Registration Number:	2283754	BI-LO CENTER	
Registration Number:	2355634	BI-LO CENTER	
Registration Number:	2352270	BI-LO CENTER	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	2282004	BI-LO CENTER
Registration Number:	2355580	BI-LO CENTER
Registration Number:	2283543	BI-LO CENTER
Registration Number:	2283544	BI-LO CENTER
Registration Number:	2366599	BI-LO CENTER
Registration Number:	2352172	BI-LO CENTER
Registration Number:	2200184	BONUSCARD
Registration Number:	2113043	BONUSCARD
Registration Number:	2074812	GOLD STAR MEATS
Registration Number:	2074813	GOLD STAR MEATS
Registration Number:	5386694	HARVEYS SUPERMARKET TRADING SINCE 1924
Registration Number:	2398127	IT'S THE RIGHT PRESCRIPTION

CORRESPONDENCE DATA

Fax Number: 2134522329

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: 2136207848

Email: iprecordations@whitecase.com

Correspondent Name: Justine Lu/White & Case LLP

Address Line 1: 555 South Flower Street, 2700

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER: 1135397-0088-S216

NAME OF SUBMITTER: Justine Lu

SIGNATURE: /Justine Lu/

DATE SIGNED: 05/31/2018

Total Attachments: 7

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ABL INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 31, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this “IP Security Agreement”), is made by each of the signatories hereto (collectively, the “Grantors”) in favor of SunTrust Bank, as administrative agent and collateral agent (together with its successors in such capacity, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, BI-LO Holding, LLC, a Delaware limited liability company (“Holdings”), and BI-LO, LLC, a Delaware limited liability company (the “Borrower”) have entered into a ABL Credit Agreement, dated as of May 31, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Credit Agreement”), with the several banks and other financial institutions or entities from time to time party thereto as lenders and the Administrative Agent. Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement;

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain ABL Guarantee and Collateral Agreement, dated as of May 31, 2018, in favor of the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Guarantee and Collateral Agreement”);

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the Grantors’ right, title, and interest in and to certain Collateral, including certain of their Copyrights, Trademarks and Patents and have agreed as a condition thereof to execute this IP Security Agreement with respect to certain of their Copyrights, Trademarks and Patents in order to record the security interests granted therein with the United States Copyright Office or the United States Patent and Trademark Office, as applicable (or any successor office or other applicable government registry);

NOW, THEREFORE, in consideration of the above premises, the Grantors hereby agree with the Administrative Agent, for the benefit of the Secured Parties, as follows:

SECTION 1 Grant of Security. Each Grantor hereby pledges and grants to the Administrative 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 following (the “IP Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations (as defined in the Guarantee and Collateral Agreement):

(a) (i) all United States and foreign copyrights, whether or not the underlying works of authorship have been published and whether as author, assignee, transferee or otherwise, including but not limited to copyrights in software and databases and all works of authorship, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations, copyright applications and any renewals or extensions thereof, including each registration and application identified in Schedule 1, and (ii) the rights to print, publish and distribute any of the foregoing) (collectively, the “Copyrights”);

(b) all exclusive Copyright Licenses (as defined in the Guarantee and Collateral Agreement), to the extent such Grantor is not the granting party, including any of the foregoing identified in Schedule 1 (“Exclusive Copyright Licenses”);

(c) (i) all United States, state and foreign trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, or other indicia of origin or source identification, Internet domain names, trademark and service mark registrations, designs and general intangibles of like nature and applications for trademark or service mark registrations and any renewals thereof, including each registration and application identified in Schedule 2 (but excluding in all cases all intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office provided that upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Trademarks) and (ii) the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the “Trademarks”); and

(d) (i) all United States and foreign patents, patent applications and patentable inventions, including each issued patent and patent applications identified in Schedule 3 (as such schedule may be amended from time to time), all certificates of invention or similar property rights, and all registrations thereof, (ii) all inventions and improvements described and claimed therein, and (iii) all reissues, divisions, reexaminations, continuations, continuations-in-part, substitutes, renewals, and extensions thereof and all improvements thereon (collectively, the “Patents”).

SECTION 2 Excluded Assets. Notwithstanding anything to the contrary in this IP Security Agreement, none of the Excluded Assets shall constitute IP Collateral.

SECTION 3 Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks, as applicable, and any other applicable United States government officer record this IP Security Agreement.

SECTION 4 Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), 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.

SECTION 5 GOVERNING LAW. THIS IP SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6 Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement, as applicable, shall govern.

SECTION 7 ABL Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, the Liens and security interests granted to the Administrative Agent, for the benefit of the Secured Parties pursuant to this Agreement, and the exercise of any right or remedy by the Administrative Agent and the other Secured Parties hereunder, in each case, with respect to the Collateral and Liens securing any Term Loan Obligations are subject to the provisions of the ABL Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of the ABL Intercreditor Agreement and this Agreement with respect to the Collateral and Liens securing any Term Loan Obligations, the provisions of the ABL Intercreditor Agreement shall prevail. As used in this Section 7, “Term Loan Obligations” shall have the meaning given to such term in the ABL Intercreditor Agreement.


SECTION 8 Release of Security Interest. Upon the Discharge of Obligations (as defined in the Guarantee and Collateral Agreement), the Administrative Agent shall execute and deliver to Grantors all releases, termination statements, and other instruments as may be necessary or proper to release or reflect the release of the Administrative Agent’s security interest in the IP Collateral. In the circumstances described in Section 9.14 of the Credit Agreement, the applicable Liens granted hereby (including any irrevocable licenses granted to the Administrative Agent granted hereunder) shall automatically terminate and be released.

SECTION 9 Notice. Each party to this IP Security Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.2 of the Guarantee and Collateral Agreement. Nothing in this IP Security Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.


[signature pages follow]

IN WITNESS WHEREOF, each of the undersigned has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.


BI-LO, LLC

By: 
Name: M. Sandlin Grimm
Title: Chief Legal Officer

SAMSON MERGER SUB, LLC

By: 
Name: M. Sandlin Grimm
Title: Vice President

WINN-DIXIE STORES, INC.

By: 
Name: M. Sandlin Grimm
Title: Chief Legal Officer

SUNTRUST BANK,
as Administrative Agent

By: Tighe Pittner
Name: TIGHE FITNER
Title: DIRECTOR

[ABL IP Security Agreement]

TRADEMARK
REEL: 006389 FRAME: 0573

TRADEMARKS

Trademark	Application No.	Application Date	Registration Number	Registration Date	Owner
BI-LO	85156709	20-OCT-2010	3981153	21-JUN-2011	BI-LO, LLC
BI-LO	74519405	25-APR-1994	1880217	21-FEB-1995	BI-LO, LLC
BI-LO	74519406	25-APR-1994	1929328	24-OCT-1995	BI-LO, LLC
BI-LO	74519407	25-APR-1994	1881026	28-FEB-1995	BI-LO, LLC
BI-LO	74519410	25-APR-1994	1888664	11-APR-1995	BI-LO, LLC
BI-LO CENTER	75305716	10-JUN-1997	2410977	05-DEC-2000	BI-LO, LLC
BI-LO CENTER	75305723	10-JUN-1997	2423634	23-JAN-2001	BI-LO, LLC
BI-LO CENTER	75305967	10-JUN-1997	2283754	05-OCT-1999	BI-LO, LLC
BI-LO CENTER	75305968	10-JUN-1997	2355634	06-JUN-2000	BI-LO, LLC
BI-LO CENTER	75305969	10-JUN-1997	2352270	23-MAY-2000	BI-LO, LLC
BI-LO CENTER	75305970	10-JUN-1997	2282004	28-SEP-1999	BI-LO, LLC
BI-LO CENTER	75237401	06-FEB-1997	2355580	06-JUN-2000	BI-LO, LLC
BI-LO CENTER	75126409	27-JUN-1996	2283543	05-OCT-1999	BI-LO, LLC
BI-LO CENTER	75126410	27-JUN-1996	2283544	05-OCT-1999	BI-LO, LLC
BI-LO CENTER	75126411	27-JUN-1996	2366599	11-JUL-2000	BI-LO, LLC
BI-LO CENTER	75126183	27-JUN-1996	2352172	23-MAY-2000	BI-LO, LLC
BONUSCARD	75131280	09-JUL-1996	2200184	27-OCT-1998	BI-LO, LLC
BONUSCARD	75131279	09-JUL-1996	2113043	11-NOV-1997	BI-LO, LLC
GOLD STAR MEATS	74519408	25-APR-1994	2074812	01-JUL-1997	BI-LO, LLC
GOLD STAR MEATS	74519409	25-APR-1994	2074813	01-JUL-1997	BI-LO, LLC
HARVEYS SUPERMARKET TRADING SINCE 1924	87556841	04-AUG-2017	5386694	23-JAN-2018	BI-LO, LLC
IT'S THE RIGHT PRESCRIPTION	75877728	20-DEC-1999	2398127	24-OCT-2000	BI-LO, LLC

Trademark	Application No.	Application Date	Registration Number	Registration Date	Owner
PATHSTONE HEALTH SERVICES	86235526	28-MAR-2014	5100735	13-DEC-2016	BI-LO, LLC
SOUTHERN HOME	75534133	07-AUG-1998	2383950	05-SEP-2000	BI-LO, LLC
SOUTHERN HOME	75061035	22-FEB-1996	2232549	16-MAR-1999	BI-LO, LLC
SUPER BI-LO	77234871	20-JUL-2007	3506198	23-SEP-2008	BI-LO, LLC
SUPER BI-LO	77218688	29-JUN-2007	3369108	15-JAN-2008	BI-LO, LLC
THE DRUGSTORE AT BI-LO	75877729	20-DEC-1999	2408652	28-NOV-2000	BI-LO, LLC
WALTER'S	74519402	25-APR-1994	1886247	28-MAR-1995	BI-LO, LLC
WALTER'S	74519404	25-APR-1994	1886248	28-MAR-1995	BI-LO, LLC
WALTER'S WAY	75773075	11-AUG-1999	2355276	06-JUN-2000	BI-LO, LLC