

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM476808

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Samson Merger Sub, LLC		05/31/2018	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	C&S Wholesale Grocers, Inc.		
Street Address:	7 Corporate Drive		
City:	Keene		
State/Country:	NEW HAMPSHIRE		
Postal Code:	03431		
Entity Type:	Corporation: VERMONT		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4068176	COINBOX	
Registration Number:	2832045	HARVEYS SUPERMARKETS	
Registration Number:	2832047	HARVEYS THE SAVINGS PLACE	
CORRESPONDENCE DATA			
Fax Number:	8028627512		
<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:	802-863-2375		
Email:	tmip@drm.com		
Correspondent Name:	Kathryn M. Foley		
Address Line 1:	Downs Rachlin Martin PLLC		
Address Line 2:	199 Main Street, PO Box 190		
Address Line 4:	Burlington, VERMONT 05402-0190		
ATTORNEY DOCKET NUMBER:	013870000466		
NAME OF SUBMITTER:	Kathryn M. Foley		
SIGNATURE:	/kathryn m foley/		
DATE SIGNED:	06/05/2018		
Total Attachments: 10			
source=Executed - CS IP Security Agreement#page1.tif			
source=Executed - CS IP Security Agreement#page2.tif			

OP \$90.00 4068176

source=Executed - CS IP Security Agreement#page3.tif
source=Executed - CS IP Security Agreement#page4.tif
source=Executed - CS IP Security Agreement#page5.tif
source=Executed - CS IP Security Agreement#page6.tif
source=Executed - CS IP Security Agreement#page7.tif
source=Executed - CS IP Security Agreement#page8.tif
source=Executed - CS IP Security Agreement#page9.tif
source=Executed - CS IP Security Agreement#page10.tif

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 C&S Wholesale Grocers, Inc. (together with its successors in such capacity, the "C&S").

WHEREAS, the Borrower and C&S have entered into that certain Southeastern Grocers Supply Agreement, made the 26th day of March 2018 (as amended, modified, restated and/or supplemented from time to time, the "Supply Agreement");

WHEREAS, in connection with the extensions of credit to the Borrower under the Supply Agreement, C&S has requested that the Grantors shall have executed and delivered that certain C&S Collateral Agreement, dated as of May 31, 2018, in favor of C&S (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the "and Collateral Agreement");

WHEREAS, under the terms of the Collateral Agreement, the Grantors have granted to C&S 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 C&S, as follows:

SECTION 1 Grant of Security. Each Grantor hereby pledges and grants C&S 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 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 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 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 Collateral Agreement and the Supply 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 Collateral Agreement or the Credit Agreement, the provisions of the Collateral Agreement or the Supply Agreement, as applicable, shall govern.

SECTION 7 Subordination Agreement Governs. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Subordinated Party pursuant to this Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in C&S Intercreditor Agreement referred to below), including liens and security interests granted to SunTrust Bank, as collateral agent, pursuant to or in connection with (x) Senior Term Loan Credit Agreement and (y) the Senior ABL Credit Agreement and (ii) the exercise of any right or remedy by the Subordinated Party hereunder is subject to the limitations and provisions of C&S Intercreditor and Subordination Agreement dated as of May 31, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "C&S Intercreditor Agreement"), among SunTrust Bank, as ABL Agent, C&S Wholesale Grocers, Inc., as the Subordinated Party, each additional Senior

Representative from time to time party thereto, Holdings, the Borrower and the other Grantors. In the event of any conflict between the terms of C&S Intercreditor Agreement and the terms of this Agreement governing the exercise of any right or remedy, the terms of C&S Intercreditor Agreement shall govern and control.

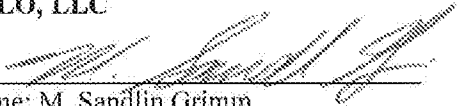
SECTION 8 Release of Security Interest. Upon the Discharge of Obligations (as defined in the Collateral Agreement), C&S shall execute and deliver to Grantors all releases, termination statements, and other instruments as may be necessary or proper to release or reflect the release of C&S' security interest in the IP Collateral.

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 Collateral Agreement. Nothing in this IP Security Agreement or any other Security Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

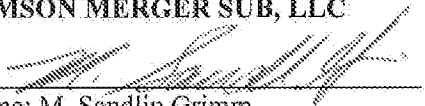
[signature pages follow]

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

C&S WHOLESALE GROCERS, INC.

By: Marc Teyler
Name: Marc Teyler
Title: V.P., Associate General Counsel

[IP Security Agreement]

TRADEMARK
REEL: 006394 FRAME: 0374

COPYRIGHTS

Copyright	Registration Number	Registration Date	Owner
Bi-Lo simulated grocery operations.	PAu002561820	24-JAN-2001	BI-LO, LLC

EXCLUSIVE COPYRIGHT LICENSES

None.

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
BLUE BAY	71180209	05-MAY-1923	0175331	06-NOV-1923	Winn-Dixie Stores, Inc. (as successor to Winn-Dixie Procurement, Inc.)
CHEK	85939521	22-MAY-2013	4425740	29-OCT-2013	Winn-Dixie Stores, Inc.
FISHERMAN'S WHARF	77024220	18-OCT-2006	3235763	01-MAY-2007	Winn-Dixie Stores, Inc.
FISHERMAN'S WHARF	73463115	30-JAN-1984	1312772	01-JAN-1985	Winn-Dixie Stores, Inc.
FISCHER'S	72147683	26-JUN-1962	783748	19-JAN-1965	Winn-Dixie Stores, Inc.
HICKORY SWEET	77023003	17-OCT-2006	3266557	17-JUL-2007	Winn-Dixie Stores, Inc.
KOUNTRY FRESH	74538722	17-JUN-1994	1989018	23-JUL-1996	Winn-Dixie Stores, Inc.
MEDIC	73020112	29-APR-1974	1033562	17-FEB-1976	Winn-Dixie Stores, Inc.
PRESTIGE	77024942	19-OCT-2006	3235764	01-MAY-2007	Winn-Dixie Stores, Inc.
PUMP AND SAVE	74634038	14-FEB-1995	1976148	28-MAY-1996	Winn-Dixie Stores, Inc.
THE BEEF PEOPLE	85886312	26-MAR-2013	4435765	19-NOV-2013	Winn-Dixie Stores, Inc.
THRIFTY MAID	71663887	5-APR-1954	626317	1-MAY-1956	Winn-Dixie Stores, Inc.
THRIFTY MAID	73013599	15-FEB-1974	1005887	4-MAR-1975	Winn-Dixie Stores, Inc.
WINN DIXIE W D	73005747	07-NOV-1973	1003097	28-JAN-1975	Winn-Dixie Stores, Inc.
WINN W D DIXIE	78465423	11-AUG-2004	3167418	07-NOV-2006	Winn-Dixie Stores, Inc.
WINN-DIXIE	86939811	14-MAR-2016	5064025	18-OCT-2016	Winn-Dixie Stores, Inc.

Trademark	Application No.	Application Date	Registration Number	Registration Date	Owner
WINN-DIXIE	85805832	18-DEC-2012	4376126	30-JUL-2013	Winn-Dixie Stores, Inc.
COINBOX	85076318	01-JUL-2010	4068176	06-DEC-2011	Samson Merger Sub, LLC
HARVEYS SUPERMARKETS	78238019	15-APR-2003	2832045	13-APR-2004	Samson Merger Sub, LLC
HARVEYS THE SAVINGS PLACE	78238045	15-APR-2003	2832047	13-APR-2004	Samson Merger Sub, LLC

PATENTS

None.