TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM484724

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Term Loan Suppl. Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Albertson's LLC		08/03/2018	Limited Liability Company: DELAWARE
American Stores Company, LLC		08/03/2018	Limited Liability Company: DELAWARE
Star Markets Company, Inc.		08/03/2018	Corporation: MASSACHUSETTS
Medcart Specialty Care, LLC		08/03/2018	Limited Liability Company: DELAWARE
United Supermarkets, L.L.C.		08/03/2018	Limited Liability Company: TEXAS
Safeway Inc.		08/03/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch
Street Address:	7033 Louis Stephens Dr.
Internal Address:	PO Box 110047
City:	Research Triangle Park
State/Country:	NORTH CAROLINA
Postal Code:	27709
Entity Type:	Bank: UNITED STATES

OP $1215.00 5309667

PROPERTY NUMBERS Total: 48

Property Type	Number	Word Mark
Registration Number:	5309667	ALBERTSONS MARKET
Registration Number:	4994760	CRUMBSTERS
Registration Number:	5047163	FAVORITE LOCAL SUPERMARKET
Registration Number:	5137169	HOMETOWN BUTCHER
Registration Number:	4959893	IT'S JUST BETTER
Registration Number:	5167061	LUCKY CALIFORNIA
Registration Number:	4930424	SHOP, PLAY, WIN!
Registration Number:	4794630	UNITED
Registration Number:	4794628	MARKET STREET
Registration Number:	3339065	UNITED WE CARE

Property Type	Number	Word Mark
Registration Number:	4858356	KRISTAL
Registration Number:	5098186	BLACKROCK GRILL
Registration Number:	4940212	BUILD A BETTER BASKET
Registration Number:	5445855	STREETSIDE
Registration Number:	5323406	TEXAS TUMBLE
Registration Number:	4584329	F8
Registration Number:	2478119	HAGGEN
Registration Number:	3519493	HAGGEN SINCE 1933
Registration Number:	4540453	LET FATE TEMPT YOU
Registration Number:	4227151	NORTHWEST FRESH
Registration Number:	4827135	PHARMACY
Registration Number:	5385653	REFRESHE
Registration Number:	5079619	VALUE CORNER
Registration Number:	5476807	SIGNATURE SELECT
Registration Number:	5430709	INFINIUM
Serial Number:	86531375	SIGNATURE CARE
Serial Number:	86528983	SIGNATURE CARE QUALITY GUARANTEED
Registration Number:	5060286	SIGNATURE FARMS
Registration Number:	5182114	SIGNATURE FARMS QUALITY GUARANTEED
Serial Number:	86531416	SIGNATURE HOME
Serial Number:	86528985	SIGNATURE HOME QUALITY GUARANTEED
Registration Number:	5082847	SIGNATURE KITCHENS
Registration Number:	5182113	SIGNATURE KITCHENS QUALITY GUARANTEED
Registration Number:	5073950	SIGNATURE SELECT
Serial Number:	87661663	@HOME FOR U
Serial Number:	87735600	R SIGNATURE RESERVE
Serial Number:	87735589	R SIGNATURE RESERVE
Serial Number:	87393012	SIGNATURE SELECT
Serial Number:	87428637	SIMPLY CHURNED
Registration Number:	3390914	ANDRONICO'S MARKET
Registration Number:	4707789	ANDRONICO'S
Registration Number:	5113815	JEWEL OSCO
Registration Number:	5311243	SEE WHAT MAKES US SHINE!
Registration Number:	5491053	MEDCART
Serial Number:	87652745	MEDCART CONNECT
Registration Number:	5491054	MEDPAC
Serial Number:	87736002	JEWEL OSCO
Registration Number:	5157427	VALUE CORNER

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 614-280-3566
Email: james.murray@wolterskluwer.com, ECarrera@cahill.com
Correspondent Name: James Murray
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	08/03/2018

Total Attachments: 10
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Form **PTO-1594** (Rev. 6-12)
OMB Collection 0651-0027 (exp. 04/30/2018)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

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. Albertson's LLC
2. American Stores Company, LLC
3. Star Markets Company, Inc.
4. Medcart Specialty Care, LLC
5. United Supermarkets, L.L.C.
6. Safeway Inc.

☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☐ Corporation- State:
☒ Other 1-2. LLC-DE; 3. Corp.-MA; 4. LLC-DE; 5. LLC-TX; 6. Corp.-DE

Citizenship (see guidelines) USA

Additional names of conveying parties attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Credit Suisse AG, Cayman Islands Branch

Street Address: 7033 Louis Stephens Dr., PO Box 110047

City: Research Triangle Park

State: NC

Country: USA Zip: 27709

☐ Individual(s) Citizenship
☐ Association Citizenship
☐ Partnership Citizenship
☐ Limited Partnership Citizenship
☐ Corporation Citizenship
☒ Other Bank Citizenship USA

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)

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

Execution Date(s) August 3, 2018

☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Term Loan Suppl. Security Interest

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

A. Trademark Application No.(s) Text

See Schedule I

B. Trademark Registration No.(s)

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: 48

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

August 3, 2018
Date

Elaine Carrera
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 10

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

Supplemental Trademark Security Agreement

Supplemental Trademark Security Agreement, dated as of August 3, 2018 (the "Trademark Security Agreement") made by each of the undersigned grantors (individually, a "Grantor", and, collectively, the "Grantors"), in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Grantors are party to a Third Amended and Restated Security Agreement dated as of February 11, 2016 (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 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.

Very truly yours,

ALBERTSON'S LLC

By: _____
Name: Robert A. Gordon
Title: Executive Vice President, General Counsel & Secretary

AMERICAN STORES COMPANY, LLC

By: _____
Name: Robert A. Gordon
Title: Executive Vice President, General Counsel & Secretary

STAR MARKETS COMPANY, INC.

By: _____
Name: Robert A. Gordon
Title: Executive Vice President, General Counsel & Secretary

MEDCART SPECIALTY CARE, LLC

By: _____
Name: Robert A. Gordon
Title: Executive Vice President, General Counsel & Secretary

UNITED SUPERMARKETS, L.L.C.

By: _____

Name: Bradley R. Beckstrom
Title: Group Vice President, Real Estate & Business Law & Assistant Secretary

SAFEWAY INC.

By: _____

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

UNITED SUPERMARKETS, L.L.C.

By: _____
Name: Bradley R. Beckstrom
Title: Group Vice President, Real Estate & Business Law & Assistant Secretary

SAFEWAY INC.

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

Accepted and Agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By: _____
Name: William O'Daly
Title: Authorized Signatory

By: _____
Name: D. Andrew Maletta
Title: Authorized Signatory

SCHEDULE I
to
SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Albertson's Entities

TRADEMARK	APPLICANT/OWNER	REGISTRATION NUMBER/ APPLICATION NUMBER
Albertsons Market	ALBERTSON'S LLC	5309667
CRUMBSTERS	ALBERTSON'S LLC	4994760
Favorite Local Supermarket	ALBERTSON'S LLC	5047163
Hometown Butcher	ALBERTSON'S LLC	5137169
It's Just Better	ALBERTSON'S LLC	4959893
LUCKY CALIFORNIA	ALBERTSON'S LLC	5167061
SHOP, PLAY, WIN!	ALBERTSON'S LLC	4930424

United Entities

TRADEMARK	APPLICANT/OWNER	Serial No. Filing Date	Reg. No. Reg. Date
UNITED	UNITED SUPERMARKETS, L.L.C.	86498724 01/08/2015	4794630 08/18/2015
MARKET STREET	UNITED SUPERMARKETS, L.L.C.	86498712 01/08/2015	4794628 08/18/2015
UNITED WE CARE & Design	UNITED WE CARE FUND	77132247 03/15/2007	3339065 11/20/2007
KRISTAL	UNITED SUPERMARKETS, L.L.C.	86582388 03/31/2015	4858356 11/24/2015
BlackRock Grill	UNITED SUPERMARKETS, L.L.C.	86555167 03/05/2015	5098186 12/13/2016
Build A Better Basket	UNITED SUPERMARKETS, L.L.C.	86694141 07/15/2015	4940212 04/19/2016

TRADEMARK	APPLICANT/OWNER	Serial No. Filing Date	Reg. No. Reg. Date
STREETside	UNITED SUPERMARKETS, L.L.C.	87193809 10/05/2016	5445855 04/17/2018
Texas Tumble	UNITED SUPERMARKETS, L.L.C.	87408925 04/12/2017	5323406 10/31/2017

Safeway Entities

TRADEMARK	APPLICANT/OWNER	REGISTRATION NUMBER / APPLICATION NUMBER
F8	Safeway Inc. dba Haggen	4,584,329
HAGGEN	Safeway Inc. dba Haggen	2,478,119
HAGGEN SINCE 1933 & Design	Safeway Inc. dba Haggen	3,519,493
LET FATE TEMPT YOU	Safeway Inc. dba Haggen	4,540,453
NORTHWEST FRESH	Safeway Inc. dba Haggen	4,227,151
Pharmacy & Design	Safeway Inc.	4,827,135
Refreshe	Safeway Inc.	5,385,653
Value Corner	Safeway Inc.	5,079,619
Value Corner & Design	Safeway Inc.	5,157,427
SIGNATURE SELECT	Safeway Inc.	5,476,807
INFINIUM & Design	Safeway Inc.	5,430,709
SIGNATURE CARE	Safeway Inc.	86531375 Pending ITU
SIGNATURE CARE QUALITY GUARANTEED & Design	Safeway Inc.	86528983 Pending ITU
SIGNATURE FARMS	Safeway Inc.	5,060,286
SIGNATURE FARMS QUALITY GUARANTEED & Design	Safeway Inc.	5,182,114
SIGNATURE HOME	Safeway Inc.	86531416 Pending ITU
SIGNATURE HOME QUALITY GUARANTEED & Design	Safeway Inc.	86528985 Pending ITU
SIGNATURE KITCHENS	Safeway Inc.	5,082,847
SIGNATURE KITCHENS QUALITY GUARANTEED & Design	Safeway Inc.	5,182,113
SIGNATURE SELECT & Design	Safeway Inc.	5,073,950
@Home For U	Safeway Inc.	87661663 Pending ITU
R Signature Reserve	Safeway Inc.	87735600 Pending ITU
R Signature Reserve & Design	Safeway Inc.	87735589 Pending ITU

TRADEMARK	APPLICANT/OWNER	REGISTRATION NUMBER / APPLICATION NUMBER
SIGNATURE SELECT	Safeway Inc.	87393012 Pending ITU
SIMPLY CHURNED	Safeway Inc.	87428637 Pending
ANDRONICO'S MARKET	Safeway Inc.	3390914
ANDRONICO'S	Safeway Inc.	4707789

NALP ENTITIES

UNITED STATES TRADEMARKS:

TRADEMARK	OWNER	COUNTRY	App./Reg. No.
JEWEL OSCO	American Stores Company, LLC	United States of America	5113815
See What Makes Us Shine!	Star Markets Company, Inc.	United States of America	5311243
MedCart	Medcart Specialty Care, LLC	United States of America	87658276 5491053
MedCart Connect	Medcart Specialty Care, LLC	United States of America	87652745
MedPac	Medcart Specialty Care, LLC	United States of America	87658283 5491054
Design (Jewel Osco Mascot)	American Stores Company, LLC	United States of America	87736002