

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM494985

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wells Fargo Bank, National Association		10/22/2018	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Super Rite Foods, Inc.		
<b>Street Address:</b>	11840 Valley View Road		
<b>City:</b>	Eden Prairie		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55344		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2297583	FOOD RITE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127352000		
<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>			
<b>Phone:</b>	212.735.5117		
<b>Email:</b>	francine.waldbaum@skadden.com		
<b>Correspondent Name:</b>	Skadden, Arps, Slate, Meagher & Flom LLP		
<b>Address Line 1:</b>	Four Times Square		
<b>Address Line 2:</b>	Francine Waldbaum		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	214070/2		
<b>NAME OF SUBMITTER:</b>	Shaya Afshar		
<b>SIGNATURE:</b>	/Shaya Afshar/		
<b>DATE SIGNED:</b>	10/22/2018		
<b>Total Attachments: 9</b>			
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[Execution]

RELEASE OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, SUPER RITE FOODS, INC., a Delaware corporation ("Debtor"), granted a security interest in and lien upon certain trademarks and related rights to Wells Fargo Bank, National Association, in its capacity as administrative agent (in such capacity, "Secured Party") as set forth in the Grant of Security Interest in United States Trademarks, dated as of March 21, 2013 between Debtor and Secured Party (the "Trademark Security Agreement");

WHEREAS, an executed copy of the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on March 28, 2013 at Reel 4992, Frame 0476;

WHEREAS, Debtor has requested that Secured Party release and reassign its interest in the trademarks granted in the Trademark Security Agreement, including the trademarks more fully identified in Schedule A annexed hereto and made a part hereof, together with the goodwill of the business symbolized thereby;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Secured Party hereby:

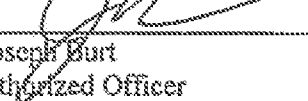
1. Releases and reassigns to Debtor any and all security interests of Secured Party pursuant to the Trademark Security Agreement including any and all security interests in (a) all of the Debtor's right, title and interest in, to and under to the United States trademarks, tradenames, trade styles and service marks and all trademark registrations and use-based trademark applications and recordings (the "Marks") set forth on Schedule A attached hereto, (b) all rights and privileges arising under applicable law with respect to Debtor's use of any Marks, and all reissues, extensions, continuation and renewals thereof, (c) all prints and labels on which any Marks have appeared or will appear, and all designs and general intangibles of a like nature; (d) the goodwill of the business symbolized by each of the Marks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Marks, and (e) all rights corresponding thereto; and

2. Authorizes and requests that the United States Patent and Trademark Office note and record the existence of the release hereby given.

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IN WITNESS WHEREOF, Secured Party has caused this Release of Security Interest in Trademarks to be executed by its duly authorized corporate officer this 2<sup>nd</sup> of October, 2018.

WELLS FARGO BANK, NATIONAL ASSOCIATION

By:   
Name: Joseph Burt  
Title: Authorized Officer

{Trademark Release -- Super Rite Foods, Inc. (SVU)}

**TRADEMARK**  
**REEL: 006463 FRAME: 0569**

SCHEDULE A  
TO  
RELEASE OF SECURITY INTEREST IN TRADEMARKS  
LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

See Attached



GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

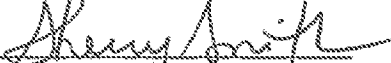
FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, SUPER RITE FOODS, INC., a Delaware corporation (the "Grantor"), hereby grants to WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as administrative agent (in such capacity, the "Grantee"), a continuing security interest in (a) all of the Grantor's right, title and interest in, to and under to the United States trademarks, tradenames, trade styles and service marks and all trademark registrations and use-based trademark applications and recordings (the "Marks") set forth on Schedule A attached hereto, (b) all rights and privileges arising under applicable law with respect to Grantor's use of any Marks, and all reissues, extensions, continuation and renewals thereof, (c) all prints and labels on which any Marks have appeared or will appear, and all designs and general intangibles of a like nature; (d) the goodwill of the business symbolized by each of the Marks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Marks, and (e) all rights corresponding thereto.

THIS GRANT is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor, as such term is defined in the Amended and Restated Security Agreement by, among others, the Grantor and the Grantee, dated as of March 21, 2013 (as amended, modified, restated and/or supplemented from time to time, the "Amended and Restated Security Agreement"). The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Amended and Restated Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Amended and Restated Security Agreement, the provisions of the Amended and Restated Security Agreement shall govern.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 21<sup>st</sup> day of March, 2013.

SUPER RITE FOODS, INC., as Grantor

By: 

Name: Sherry M. Smith

Title: Vice President

Grant of Security Interest (Trademarks) -- Super Rite Foods, Inc

**TRADEMARK**  
**REEL: 006463 FRAME: 0573**



WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Grantee

By: 

Name: Joseph Burt

Title: Director

*Grant of Security Interest (Trademarks) - Super Rite Foods, Inc.*

**TRADEMARK**  
**REEL: 006463 FRAME: 0574**

SCHEDULE A

	Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
1.	FOOD RITE	75464879 4/9/1998	2297583 12/7/1999	REGISTERED RENEWED	Super Rite Foods, Inc.