TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM494985

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association		10/22/2018	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Super Rite Foods, Inc.		
Street Address:	11840 Valley View Road		
City:	Eden Prairie		
State/Country:	MINNESOTA		
Postal Code:	55344		
Entity Type:	Corporation: DELAWARE		

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2297583	FOOD RITE

CORRESPONDENCE DATA

Fax Number: 2127352000

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: 212.735.5117

francine.waldbaum@skadden.com Email:

Skadden, Arps, Slate, Meagher & Flom LLP **Correspondent Name:**

Address Line 1: Four Times Square Address Line 2: Francine Waldbaum

Address Line 4: New York, NEW YORK 10036

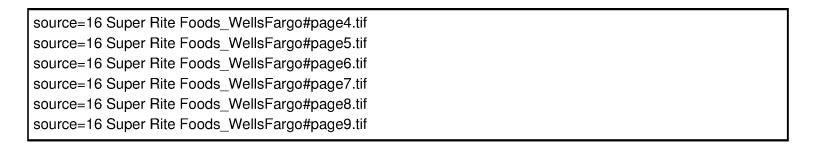
ATTORNEY DOCKET NUMBER:	214070/2
NAME OF SUBMITTER:	Shaya Afshar
SIGNATURE:	/Shaya Afshar/
DATE SIGNED:	10/22/2018

Total Attachments: 9

source=16 Super Rite Foods WellsFargo#page1.tif source=16 Super Rite Foods WellsFargo#page2.tif source=16 Super Rite Foods_WellsFargo#page3.tif

> **TRADEMARK** REEL: 006463 FRAME: 0566

900470998



[Execution]

RELEASE OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, SUPER RITE FOODS, INC., a Delaware corporation ("<u>Debtor</u>"), 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, "<u>Secured Party</u>") 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 "<u>Trademark Security Agreement</u>");

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 <u>Schedule A</u> 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.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Secured Party has caused this Release of Security Interest in Trademarks to be executed by its duly authorized corporate officer this 22 of October, 2018.

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: //2 Name: Joseph Burt

Title: Authorized Officer

[Trademark Release - Super Rite Foods, Inc. (SVU)]

SCHEDULE A TO RELEASE OF SECURITY INTEREST IN TRADEMARKS

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

See Attached

Ferm PTC-1996 (Rev. 06/04) O663 Cossection 0651-3637 (ex.p. 8/36/2565			U.S. DEPARTMENT OF COMMER United States Potent and Trademan's O	
VIIIV. 5000000000000000000000000000000000000		ORM COVER SHEET		0000
		RKS ONLY		~~~
To the director of the U. S. Pak	ant and Trademark Office: Ples	se record the attached docume 2. Name and address of re	unis or the new address(ss) below.	xxxxx
1. Name of conveying party(les	herachnou namiat:		□ Yes	
SUPER RITE E	<u> 2008, INC.</u>	Additional names, addresses, o	r citizanship atlached?	
		Name: WELLS FARGO B	NK NATIONAL ASSOCIATION	
		Internal Address:		
☐ Individuel(s)	[]Association	401	me a series and an area	
☐General Partnership	Clumited Partnership	Street Address: <u>One Boston</u>	15"F001	
S Corporation	,	City: <u>Boston</u>		
CLimited Liability Company		State: MA		
Citizenship: <u>Delaware</u>		Carringon 110 a	ም ነው። <i>የአግላ</i> የነው	
Execution Date(s) March 21, 201	3	Country: <u>USA</u>	Zipt <u>92108</u>	
Additional names of conveying pa	arties etteched? [] Yee [2] No	Association Ottzenship:	<u>usa</u>	
3. Nature of conveyance:		General Permership Citi:	cenship:	
☐ Assignment	□ Merger	☐ Limited Partnership Citiz	enship:	
Security Agreement	☐ Change of Name	Corporation Citizanship:		
Other	greet continue the barrens	Citizenship:		
Sould Water		If seeignee is not domicted in the United States, a domestic		
		representative designation is attached. []Yes [2] No (Designations must be a separate document from assignment)		
4. Application number(s) or reg	istration number(e) and iden	discation or description of th	e Trademerk.	200u
A. Tredemark Application No.(s)	See Attached Schedule A		(c.(s) See Attached Schedule A	20000
~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	rana and 1999 (north document or north or north and			
C. Identification or Description of	Trademark(s) (and Filing Date i	f Application or Registration N	umber is unknown)	
<ol> <li>Name address of party to wh concerning document should b</li> </ol>		8. Total number of applica	tions and	nnoo
Name: Susan O'Brien	POP 85540550786.	registrations involved:	<u> </u>	
Internal Address: <u>CT Lien Solutio</u>	08	7. Total fee (37 CFR 2.8(b))  Agrinorized to be ch	(6) & 3.41) 8 40 -00 arged by credit cont	30.400
Street Address: 187 Wolf Road, Suite 101		Authorized to be charged to deposit account		
City: Albany		☐ Enclosed		
	90	8. Payment Information:		
Stein: NY	Zip: <u>12205</u>	s. Credit Card	SOSS ( enedmun 4 leas	
Phone Number: 800-342-3676			Expiration Date Ov 155	
Fax Number: <u>800-952-7049</u>		b. Deposit Account i	4nupat	
Email Address: <u>cla_udeathanu@w</u>	okerskiuwer.com	Authorized User	Name:	
	V 2. A	whenter	***************************************	30000
9. Signature: Yazam Can Lag		%iiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiii	March 27, 2013	
	Signature		Date Total number of pages including cover	
	Kareem Analey Name of Person Signing		sheet, attachments, and document: §	
	CONTRACT OF CONTRACT			

Decuments to be recorded (including cover sheet) should be based to (703) 306-8895, or mailed to: Mell Stop Axeignment Recordeson Services, Cirector of the USFTO, P.C. Sox 1450, Alexandric, VA 22213-1450

# 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.

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IN WITNESS WHEREOF, the undersigned have executed this Grant as of the  $\frac{21st}{2}$  day of March, 2013.

SUPER RIJE FOODS, INC., as Grantor

By: // Bray / Name, Sherry M. Smith Title: Vice President

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

WELLS FARGO BANK, NATIONAL

ASSOCIATION Nas Grantee

By: ______ Name: Joseph Burt Title: Jarector

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

# SCHEDULE A

T	rademark/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 Rate Foods, Inc.	

**RECORDED: 10/22/2018**