

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM498701

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ABL Suppl. Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Albertsons Companies, Inc.		11/16/2018	Corporation: DELAWARE
Albertson's LLC		11/16/2018	Limited Liability Company: DELAWARE
Safeway Inc.		11/16/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A.		
<b>Street Address:</b>	100 Federal Street		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02110		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0789147	LANCASTER BRAND	
<b>Registration Number:</b>	1516551	LANCASTER BRAND	
<b>Serial Number:</b>	88157260	HERE FOR THE PLACES WE LIVE	
<b>Serial Number:</b>	88140104	TRU SOL	
<b>Serial Number:</b>	88123312		
<b>Serial Number:</b>	88176172	PANTRY ESSENTIALS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>	800-713-0755		
<b>Email:</b>	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Elaine Carrera		

OP \$165.00 0789147

<b>SIGNATURE:</b>	/Elaine Carrera/
<b>DATE SIGNED:</b>	11/19/2018
<b>Total Attachments: 6</b> source=b20. Albertsons - Supplemental Trademark Security Agreement (ABL)#page1.tif source=b20. Albertsons - Supplemental Trademark Security Agreement (ABL)#page2.tif source=b20. Albertsons - Supplemental Trademark Security Agreement (ABL)#page3.tif source=b20. Albertsons - Supplemental Trademark Security Agreement (ABL)#page4.tif source=b20. Albertsons - Supplemental Trademark Security Agreement (ABL)#page5.tif source=b20. Albertsons - Supplemental Trademark Security Agreement (ABL)#page6.tif	

### 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. Albertsons Companies, Inc.
- 2. Albertson's LLC
- 3. Safeway Inc.

- Individual(s)                       Association  
 Partnership                         Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other 1. Corp.-DE; 2. LLC-DE; 3. Corp.-DE

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) November 16, 2018

- Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other ABL Suppl. Security Interest

#### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Bank of America, N.A.

Street Address: 100 Federal Street

City: Boston

State: MA

Country: USA Zip: 02110

- Individual(s) Citizenship \_\_\_\_\_  
 Association Citizenship USA  
 Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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)

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

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

See Schedule I

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:

6

#### 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

November 16, 2018  
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

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 November 16, 2018 (the "Trademark Security Agreement") made by each of the undersigned grantors (individually, a "Grantor", and, collectively, the "Grantors"), in favor of BANK OF AMERICA, N.A., 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 Second Amended and Restated Security Agreement dated as of December 21, 2015 (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.

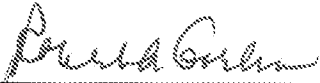
SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed 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]

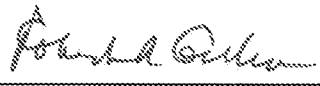
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

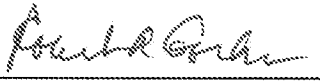
**ALBERTSONS COMPANIES, INC.**

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

**ALBERTSON'S LLC**

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

**SAFEWAY INC.**

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

Accepted and Agreed:

BANK OF AMERICA, N.A.,  
as Collateral Agent

By:   
Name: Brian Lindblom  
Title: Senior Vice President

Signature Page to Supplemental Trademark Security Agreement (ABL)

**TRADEMARK**  
**REEL: 006539 FRAME: 0227**

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

**Albertson's Entities**

<b>TRADEMARK</b>	<b>APPLICANT/OWNER</b>	<b>REGISTRATION NUMBER/ APPLICATION NUMBER</b>
LANCASTER BRAND	ALBERTSON'S LLC	0789147
LANCASTER BRAND	ALBERTSON'S LLC	1516551

**Trademark Applications:**

<b>TRADEMARK</b>	<b>APPLICANT/OWNER</b>	<b>REGISTRATION NUMBER/ APPLICATION NUMBER</b>
Here for the places we live	Albertsons Companies, Inc.	<b>88157260</b> (Pending ITU)

**Safeway Entities**

<b>TRADEMARK</b>	<b>APPLICANT/OWNER</b>	<b>REGISTRATION NUMBER / APPLICATION NUMBER</b>
TRU SOL	Safeway Inc.	88140104 Pending ITU
Compostable logo	Safeway Inc.	88123312 Pending ITU
PANTRY ESSENTIALS	Safeway Inc.	88176172 Pending ITU