

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM602064

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Samson Merger Sub, LLC		10/09/2020	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Truist Bank, as Collateral Agent		
Street Address:	303 Peachtree Street		
City:	N.E. Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78238019	HARVEYS SUPERMARKETS	
Serial Number:	78238045	HARVEYS THE SAVINGS PLACE	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061209		
Email:	JESSICA.BAJADA-SILVA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP, C/O JESSICA BAJADA		
Address Line 1:	885 THIRD AVE		
Address Line 4:	NEW YORK, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	042525-0237		
NAME OF SUBMITTER:	Jessica Bajada-Silva		
SIGNATURE:	/s/ Jessica Bajada-Silva		
DATE SIGNED:	10/09/2020		
Total Attachments: 10			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 9, 2020 (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 Truist Bank, as trustee (together with its successors in such capacity, the “Trustee”) and collateral agent (together with its successors in such capacity, the “Collateral Agent”) for the Notes Secured Parties (as defined in the Collateral Agreement referred to below).

WHEREAS, SEG Finance Corp., a Delaware corporation and SEG Holding, LLC, a Delaware limited liability company (the “Company”), as issuers (collectively, the “Issuers”) have entered into that certain Indenture, dated as of October 9, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Indenture”), with the guarantors party thereto and the Trustee. Capitalized terms used and not defined herein have the meanings given such terms in the Indenture;

WHEREAS, it is a condition precedent to the issuance of the notes under the Indenture that the Grantors shall have executed and delivered that certain Notes Collateral Agreement, dated as of October 9, 2020, in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Collateral Agreement”);

WHEREAS, under the terms of the Collateral Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Notes Secured Parties, 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 the Collateral Agent, for the benefit of the Notes Secured Parties, as follows:

SECTION 1 Grant of Security. Each Grantor hereby pledges and grants to the Collateral Agent, for the ratable benefit of the Notes Secured Parties, 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 counterparts (including by facsimile or other electronic transmission), each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this IP Security Agreement by e-signature, facsimile or in electronic format (e.g., “pdf” or “tif” file format) shall be effective as delivery of a manually executed counterpart of this IP Security Agreement. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to this IP Security Agreement or any document to be signed in connection with this IP Security Agreement shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other state laws based on the Uniform Electronic Transactions Act, and the parties hereto consent to conduct the transactions contemplated hereunder by electronic means.

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 Indenture. 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 Indenture, 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 Indenture, the provisions of the Collateral Agreement or the Indenture, as applicable, shall govern.

SECTION 7 ABL Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, the Liens and security interests granted to the Collateral Agent, for the benefit of the Notes Secured Parties pursuant to this Agreement, and the exercise of any right or remedy by the Collateral Agent and the other Notes Secured Parties hereunder, in each case, with respect to the Collateral and Liens securing any ABL Obligations are subject to the provisions of the ABL Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of the ABL Intercreditor Agreement and this Agreement with respect to the Collateral and Liens securing any ABL Obligations, the provisions of the ABL Intercreditor Agreement shall prevail. As used in this Section 7, "ABL Obligations" shall have the meaning given to such term in the ABL Intercreditor Agreement.

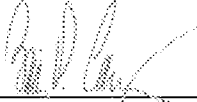
SECTION 8 Release of Security Interest. Upon the Discharge of Obligations (as defined in the Collateral Agreement), the Collateral Agent shall execute and deliver to Grantors all releases, termination statements, and other instruments as may be necessary or proper to release or reflect the release of the Collateral Agent's security interest in the IP Collateral. In the circumstances described in Section 10.03 of the Indenture, the applicable Liens granted hereby (including any irrevocable licenses granted to the Collateral Agent granted hereunder) shall automatically terminate and be released.

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 Note Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

[signature pages follow]

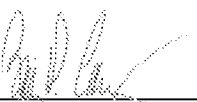
IN WITNESS WHEREOF, each of the undersigned has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

BI-LO, LLC, as Grantor

By:  _____

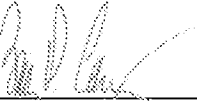
Name: Brian P. Carney
Title: Executive Vice President and Chief
Financial Officer

WINN-DIXIE STORES, INC., as Grantor

By:  _____

Name: Brian P. Carney
Title: Executive Vice President and Chief
Financial Officer

SAMSON MERGER SUB, LLC, as Grantor

By:  _____

Name: Brian P. Carney
Title: Executive Vice President and Chief
Financial Officer

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, as Grantor

By: _____
Name:
Title:

WINN-DIXIE STORES, INC., as Grantor

By: _____
Name:
Title:

SAMSON MERGER SUB, LLC, as Grantor

By: _____
Name:
Title:

TRUIST BANK,
as Collateral Agent

By: 
Name: Cristina G. Rhodebeck
Title: Vice President

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
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
PRESTIGE	77024942	19-OCT-2006	3235764	01-MAY-2007	Winn-Dixie Stores, Inc.
FISHERMAN'S WHARF	77024220	18-OCT-2006	3235763	01-MAY-2007	Winn-Dixie Stores, Inc.
HICKORY SWEET	77023003	17-OCT-2006	3266557	17-JUL-2007	Winn-Dixie Stores, Inc.
WINN W D DIXIE	78465423	11-AUG-2004	3167418	07-NOV-2006	Winn-Dixie Stores, Inc.
IT'S THE RIGHT PRESCRIPTION	75877728	20-DEC-1999	2398127	24-OCT-2000	BI-LO, LLC
THE DRUGSTORE AT BI-LO	75877729	20-DEC-1999	2408652	28-NOV-2000	BI-LO, LLC
WALTER'S WAY	75773075	11-AUG-1999	2355276	06-JUN-2000	BI-LO, LLC
SOUTHERN HOME	75534133	07-AUG-1998	2383950	05-SEP-2000	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

Trademark	Application No.	Application Date	Registration Number	Registration Date	Owner
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	75237401	06-FEB-1997	2355580	06-JUN-2000	BI-LO, LLC
BI-LO CENTER	75126411	27-JUN-1996	2366599	11-JUL-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
BI-LO 	74519407	25-APR-1994	1881026	28-FEB-1995	BI-LO, LLC
GOLD STAR MEATS	74519409	25-APR-1994	2074813	01-JUL-1997	BI-LO, LLC
FISHERMAN'S WHARF	73463115	30-JAN-1984	1312772	01-JAN-1985	Winn-Dixie Stores, Inc.
WINN DIXIE W D	73005747	07-NOV-1973	1003097	28-JAN-1975	Winn-Dixie Stores, Inc.
BLUE BAY	71180209	05-MAY-1923	0175331	06-NOV-1923	Winn-Dixie Stores, Inc. (as successor to Winn-Dixie Procurement, Inc.)
BI-LO CENTER	75126183	27-JUN-1996	2352172	23-MAY-2000	BI-LO, LLC

Trademark	Application No.	Application Date	Registration Number	Registration Date	Owner
HARVEYS SUPERMARKET TRADING SINCE 1924 	87556841	04-AUG-2017	5386694	23-JAN-2018	BI-LO, LLC
WINN-DIXIE	86939811	14-MAR-2016	5064025	18-OCT-2016	Winn-Dixie Stores, Inc.
PATHSTONE HEALTH SERVICES	86235526	28-MAR-2014	5100735	13-DEC-2016	BI-LO, LLC
CHEK	85939521	22-MAY-2013	4425740	29-OCT-2013	Winn-Dixie Stores, Inc.
THE BEEF PEOPLE	85886312	26-MAR-2013	4435765	19-NOV-2013	Winn-Dixie Stores, Inc.
WINN-DIXIE	85805832	18-DEC-2012	4376126	30-JUL-2013	Winn-Dixie Stores, Inc.
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.