

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM696277

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Supplemental Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ALBERTSONS COMPANIES, INC.		12/20/2021	Corporation: DELAWARE
SAFEWAY INC.		12/20/2021	Corporation: DELAWARE
ACME MARKETS, INC.		12/20/2021	Corporation: DELAWARE
AMERICAN STORES COMPANY, LLC		12/20/2021	Limited Liability Company: DELAWARE
SHAW'S SUPERMARKETS, INC.		12/20/2021	Corporation: MASSACHUSETTS
STAR MARKETS COMPANY, INC.		12/20/2021	Corporation: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A.
Street Address:	100 Federal Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	6560145	HOT CLUCKIN' CHICKEN & WINGS
Registration Number:	6457971	ONE TOUCH FUEL
Registration Number:	6117277	LIVE HEALTHY. BE YOU.
Registration Number:	6490063	J. BRANDT
Registration Number:	6207675	SINTONS
Registration Number:	6155345	QUAIL OAK
Registration Number:	4769138	SIGNATURE SELECT
Registration Number:	4610646	SIGNATURE SELECT
Registration Number:	2290878	C.A.R.D.
Registration Number:	2262455	C.A.R.D.
Registration Number:	6414281	KINGS
Registration Number:	6383677	B

TRADEMARK

REEL: 007536 FRAME: 0461

900664151

OP \$865.00 6560145

Property Type	Number	Word Mark
Registration Number:	5059293	BALDUCCI'S
Registration Number:	4326832	K I N G S
Registration Number:	4213851	WHERE INSPIRATION STRIKES
Registration Number:	3142981	FOOD LOVER'S MARKET
Registration Number:	3789434	B
Registration Number:	3665709	B
Registration Number:	1897848	SIGNATURE CLUB
Registration Number:	1874010	KINGS
Registration Number:	1838164	KINGS
Registration Number:	6559089	JEWEL
Registration Number:	2571124	REWARDS SHAW'S CARD
Registration Number:	2616939	SHAW'S REWARDS CARD
Registration Number:	6039056	THE QUALITY LEADER SINCE 1915
Serial Number:	97156096	ALBERTSONS MEDIA COLLECTIVE
Serial Number:	97085843	PERFECTING THE ART OF FRESH
Serial Number:	97085833	PERFECTING THE ART OF FRESH
Serial Number:	97082271	PERFECTING THE ART OF FRESH
Serial Number:	97074519	PERFECTING THE ART OF FRESH
Serial Number:	97007345	FOR U
Serial Number:	90661653	FRESHPASS
Serial Number:	90678188	BLOOM CART
Serial Number:	90679021	OPEN NATURE

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

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:	12/20/2021

Total Attachments: 12

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Supplemental Trademark Security Agreement

Supplemental Trademark Security Agreement, dated as of December 20, 2021 (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. This Trademark Security Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other electronic transmission of the relevant signature pages hereof, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law.

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.

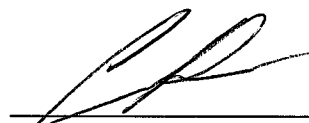
[signature page follows]

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: Cody Perdue

Title: Group Vice President, Treasurer &
Assistant Secretary

SAFEWAY INC.

By:



Name: Cody Perdue

Title: Group Vice President, Treasurer &
Assistant Secretary

ACME MARKETS, INC.

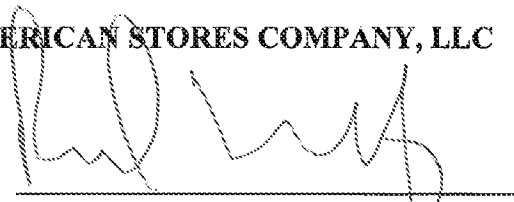
By: 

Name: Bradley R. Beckstrom

Title: Group Vice President, Real Estate &
Business Law & Assistant Secretary

AMERICAN STORES COMPANY, LLC

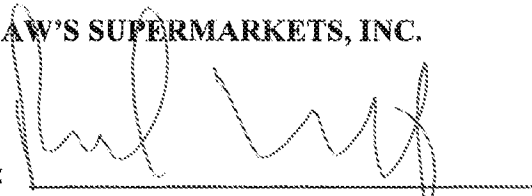
By:



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

SHAW'S SUPERMARKETS, INC.

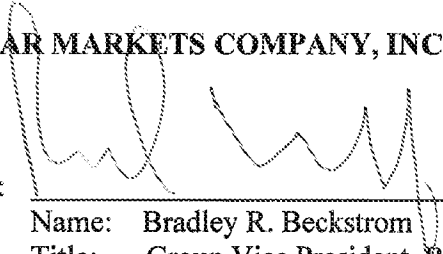
By:



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

STAR MARKETS COMPANY, INC.

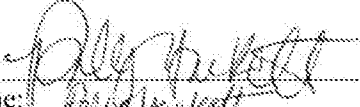
By:


Name: Bradley R. Beckstrom

Title: Group Vice President, Real Estate &
Business Law & Assistant Secretary

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement Supplement as of the date and year first above written:

**BANK OF AMERICA, N.A., as
Administrative and Collateral Agent**

By: 
Name: Alyse Bennett
Title: SVP

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

Trademarks

	Owner	Trademark	Registration Number
1.	Albertsons Companies, Inc.	HOT CLUCKIN' CHICKEN & WINGS	6560145
2.	Albertsons Companies, Inc.	ONE TOUCH FUEL	6457971
3.	Albertsons Companies, Inc.	LIVE HEALTHY. BE YOU.	6117277
4.	Safeway Inc.	J. BRANDT	6490063
5.	Safeway Inc.	SINTONS	6207675
6.	Safeway Inc.	QUAIL OAK	6155345
7.	Safeway Inc.	SIGNATURE SELECT	4769138
8.	Safeway Inc.	SIGNATURE SELECT	4610646
9.	Safeway Inc.	C.A.R.D.	2290878
10.	Safeway Inc.	C.A.R.D.	2262455
11.	Acme Markets, Inc.	KINGS	6414281
12.	Acme Markets, Inc.	B	6383677
13.	Acme Markets, Inc.	BALDUCCI'S	5059293
14.	Acme Markets, Inc.	K I N G S	4326832
15.	Acme Markets, Inc.	WHERE INSPIRATION STRIKES	4213851
16.	Acme Markets, Inc.	FOOD LOVER'S MARKET	3142981
17.	Acme Markets, Inc.	B	3789434
18.	Acme Markets, Inc.	B	3665709
19.	Acme Markets, Inc.	SIGNATURE CLUB	1897848
20.	Acme Markets, Inc.	KINGS	1874010
21.	Acme Markets, Inc.	KINGS	1838164
22.	American Stores Company, LLC	JEWEL	6559089
23.	Shaw's Supermarkets, Inc.	REWARDS SHAW'S CARD	2571124

	Owner	Trademark	Registration Number
24.	Shaw's Supermarkets, Inc.	SHAW'S REWARDS CARD	2616939
25.	Star Markets Company, Inc.	THE QUALITY LEADER SINCE 1915	6039056

Trademark Applications:

	Owner	Trademark	Application Number
1.	Albertsons Companies, Inc.	ALBERTSONS MEDIA COLLECTIVE	97156096
2.	Albertsons Companies, Inc.	PERFECTING THE ART OF FRESH	97085843
3.	Albertsons Companies, Inc.	PERFECTING THE ART OF FRESH	97085833
4.	Albertsons Companies, Inc.	PERFECTING THE ART OF FRESH	97082271
5.	Albertsons Companies, Inc.	PERFECTING THE ART OF FRESH	97074519
6.	Albertsons Companies, Inc.	FOR U	97007345
7.	Albertsons Companies, Inc.	FRESHPASS	90661653
8.	Albertsons Companies, Inc.	BLOOM CART	90678188
9.	Safeway Inc.	OPEN NATURE	90679021