

EXHIBIT A
TO
AMENDMENT NO. 1 TO
TRADEMARK SECURITY AGREEMENT

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARK	REGISTRATION NO.	REGISTRATION DATE	RENEWAL DATE
VG'S	M03529 (MI)	November 27, 2000	November 27, 2010
VG'S ADVANTAGE PLUS PREFERRED CUSTOMER CARD	M03531 (MI)	November 27, 2000	November 27, 2010
VG'S ZOO CREW KIDS CLUB	M03533 (MI)	November 27, 2000	November 27, 2010
MY GROCERIES @ VGS YOUR PERSONAL SHOPPING SERVICE AND DESIGN	M03535 (MI)	November 27, 2000	November 27, 2010

TRADEMARK	REGISTRATION NO.	REGISTRATION DATE
"VG'S"	No. 77/613,888	November 13, 2008
"WELLNESS CLUES"	No. 77/613,915	November 13, 2008
"EAT WELL FOR LIFE"	No. 77/613,936	November 13, 2008

[Execution]

AMENDMENT NO. 1 TO
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

AMENDMENT NO. 1 TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "Amendment"), made as of December 29, 2008, by and between PREVO'S FAMILY MARKETS, INC., a Michigan corporation ("Debtor"), and WACHOVIA CAPITAL FINANCE CORPORATION (CENTRAL), formerly known as Congress Financial Corporation (Central), in its capacity as agent (in such capacity, "Secured Party") pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the financial institutions which are parties thereto as lenders (each individually, a "Lender" and collectively, "Lenders"). Unless otherwise defined herein, all capitalized terms used herein which are not defined shall have the meanings given to such terms in the Trademark Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, Debtor and Secured Party are parties to the Trademark Collateral Assignment and Security Agreement, dated December 23, 2003 and recorded by the Assignment Services Division of the U.S. Patent and Trademark Office on February 17, 2004 at Reel/Frame 002913/0689 (as amended hereby and as the same may hereafter be further amended, modified, supplemented, extended, renewed, restated or replaced, the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, Debtor has, among other things, granted to Secured Party a security interest in all present and future Trademarks and Trademark applications of Debtor, together with certain related assets, and has agreed to execute and deliver to Secured Party all agreements and documents as requested by Secured Party to evidence the security interests of Secured Party therein;

WHEREAS, Debtor has certain additional Trademarks and Trademark applications registered or filed with the United States Patent and Trademark Office which are not reflected in the Trademark Security Agreement; and

WHEREAS, Debtor and Secured Party now wish to amend the Trademark Security Agreement to include such additional Trademarks and Trademark applications.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and Secured Party hereby agree as follows:

1. Amendment to Trademark Security Agreement.

(a) Without limiting any of the Collateral otherwise described in the Trademark Security Agreement, Exhibit A to the Trademark Security Agreement is hereby amended to include, in addition and not by way of limitation, the Trademarks and Trademark applications described in Exhibit A attached hereto (such Trademarks and Trademark applications described on Exhibit A hereto being referred to herein as the "Additional Trademarks").

(b) All references to the term "Collateral" in the Trademark Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, all of the Additional Trademarks and the other assets described in Section 2 of this Amendment.

(c) All references to the term "Trademarks" in the Trademark Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, the Additional Trademarks.

2. Confirmation of Grant of Security Interest. Without limiting the grant of the security interest to Secured Party set forth in Section 1 of the Trademark Security Agreement or any other provisions thereof, Debtor hereby confirms, reaffirms and restates its prior grant to Secured Party, and hereby grants to Secured Party a continuing security interest in and a general lien upon the following: (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) the Additional Trademarks, together with all rights and privileges arising under applicable law with respect to Debtor's use of the Additional Trademarks, and all reissues, extensions, continuation and renewals thereof and (ii) all prints and labels on which the Additional Trademarks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Additional Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Additional Trademarks; (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) all licenses, contracts or other agreements naming Debtor as licensor or licensee and providing for the grant of any rights concerning any Additional Trademark, together with any goodwill associated with and symbolized by any such trademark licenses and agreements; (e) the right to sue for past, present and future infringements thereof; (f) all rights corresponding thereto throughout the world; and (g) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Debtor against third parties for past or future infringement of the Additional Trademarks.

3. Representations, Warranties and Covenants. All of the representations, warranties and covenants with respect to the Trademarks and the other Collateral set forth in Section 3 of the Trademark Security Agreement shall apply to the Additional Trademarks and other assets described in Section 2 of this Amendment.

4. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Trademark Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated, and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this Amendment conflicts with any term or provision of the Loan Agreement, the term or provision of the Loan Agreement shall control.

5. Counterparts. This Amendment may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. In making proof of this Amendment, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto. This Amendment may be delivered by telecopier or other method of electronic transmission with the same force and effect as if it were a manually executed and delivered counterpart.

1173390.2

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Amendment as of
the day and year first above written.

PREVO'S FAMILY MARKETS, INC.

By: *Alex J. J. [Signature]*
ALEX J. J. [Signature]

Title: *VICE PRESIDENT*

WACHOVIA CAPITAL FINANCE
CORPORATION (CENTRAL), as Agent

By: *[Signature]*

Title: *Director*