

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Chestnut Ridge Group, LLLP		10/26/2009	limited liability limited partnership: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Bank of New York Mellon		
<b>Street Address:</b>	One Mellon Center		
<b>Internal Address:</b>	Room 151-3600		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15258		
<b>Entity Type:</b>	state chartered bank: NEW YORK		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77798805	FRANKENSTEIN LIME	
<b>Serial Number:</b>	77803674	LIL' PUP	
<b>Serial Number:</b>	77798831	SPLASH ICE	
<b>Serial Number:</b>	77851923	BLOOM	
<b>Serial Number:</b>	77851933	BLOOM ENERGY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(614)227-2100		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	614-227-2000		
<b>Email:</b>	ipdocket@porterwright.com		
<b>Correspondent Name:</b>	Karen K. Hammond		
<b>Address Line 1:</b>	41 South High Street		
<b>Address Line 2:</b>	29th Floor		
<b>Address Line 4:</b>	Columbus, OHIO 43215		

CH \$140.00 77798805

ATTORNEY DOCKET NUMBER:	3998049-159738
NAME OF SUBMITTER:	Karen K. Hammond
Signature:	/karenkhammond/
Date:	12/14/2009
Total Attachments: 4 source=secagmt_chridge#page1.tif source=secagmt_chridge#page2.tif source=secagmt_chridge#page3.tif source=secagmt_chridge#page4.tif	

SHORT FORM TRADEMARK SECURITY AGREEMENT

CHESTNUT RIDGE GROUP, LLLP

TRADEMARK SECURITY AGREEMENT, dated as of October 26 2009, by CHESTNUT RIDGE GROUP, LLLP, a Pennsylvania limited liability limited partnership (the "Grantor"), in favor of THE BANK OF NEW YORK MELLON, successor in interest to Mellon Bank, N.A. ("Mellon"), as collateral agent (in such capacity, together with its successors in such capacity, the "Collateral Agent") for the Secured Parties (as defined in the Second Amended and Restated Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Second Amended and Restated Credit Agreement, dated as of November 7, 2005 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Second Amended and Restated Credit Agreement"), among Giant Eagle, Inc., as borrower (the "Borrower"), the Lenders and Issuers party thereto, Citicorp USA, Inc., as Administrative Agent for the Lenders and Issuers, and The Bank of New York Mellon, successor in interest to Mellon Bank, N.A., as Collateral Agent for the Lenders and Issuers, the Lenders and the Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is a party to the Second Amended and Restated Guaranty and Suretyship Agreement pursuant to which it has guaranteed the Obligations; and

WHEREAS, the Grantor is a party to a Second Amended and Restated Security Agreement dated as of November 7, 2005 in favor of the Collateral Agent (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Second Amended and Restated Security Agreement") pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Issuers, to make their respective extensions of credit to the Borrower under the Second Amended and Restated Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

**Section 1. Defined Terms**

Unless otherwise defined herein, terms defined in the Second Amended and Restated Credit Agreement or in the Second Amended and Restated Security Agreement and used herein have the meanings given to them in the Second Amended and Restated Credit Agreement or the Second Amended and Restated Security Agreement.

**Section 2. Grant of Security Interest in Trademark Collateral**

The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on *Schedule I* hereto;
- (b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

***Section 3. Second Amended and Restated 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 Second Amended and Restated Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Second Amended and Restated Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

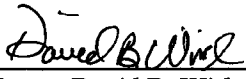
*Grantor*  
CHESTNUT RIDGE GROUP, LLLP,  
a Pennsylvania limited liability limited partnership

By: I.C. SUPERMARKETS, INC.,  
general partner

By:   
Mark J. Minnaugh  
Vice President

ACCEPTED AND AGREED  
as of the date first above written:

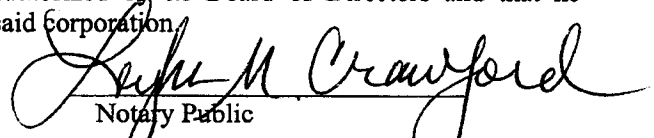
THE BANK OF NEW YORK MELLON,  
SUCCESSOR IN INTEREST TO MELLON BANK, N.A.,  
as Collateral Agent

By:   
Name: David B. Wirl  
Title: Vice President

ACKNOWLEDGEMENT OF GRANTOR

STATE OF PENNSYLVANIA )  
 ) ss.  
COUNTY OF ALLEGHENY )

On this 27<sup>th</sup> day of October 2009, before me personally appeared Mark J. Minnaugh, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of I.C. Supermarkets, Inc., the general partner of CHESTNUT RIDGE GROUP, LLLP who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said Corporation.

  
Notary Public

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Leyha M. Crawford, Notary Public  
O'Hara Twp., Allegheny County  
My Commission Expires March 26, 2011  
Member, Pennsylvania Association of Notaries

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

*Trademark Registrations*

A. REGISTERED TRADEMARKS

None

B. TRADEMARK APPLICATIONS

FRANKENSTEIN LIME (work mark for fruit flavored non-carbonated soft drinks) Class: 032 Serial #: 77/798,805	Pending <sup>TM</sup>	Application filed 8/6/2009
Lil' Pup (word mark for fruit flavored, non-carbonated soft drinks) Class: 032 Serial # 77/803,674	Pending <sup>TM</sup>	Application filed 8/13/2009
SPLASH ICE (word mark for sparkling water and sparkling flavored water) Class: 032 Serial #: 77/798,831	Pending <sup>TM</sup>	Application filed 8/6/2009
BLOOM (word mark for energy bars in class 5; yogurt drinks and dairy-based beverages in class 29, iced tea in class 30, soda pops, bottled waters, flavored waters and fruit juices in class 32) Serial #: 77/851,923	Pending <sup>TM</sup>	Application filed 10/19/2009
BLOOM ENERGY (word mark for energy bars; yogurt drinks and dairy-based beverages; iced tea; soda pops, bottled waters, flavored waters and fruit juices) Class: 5, 29, 30, 32 Serial #: 77/851,933	Pending <sup>TM</sup>	Application filed 10/19/2009

C. TRADEMARK LICENSES

None