

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|--------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | RELEASE BY SECURED PARTY |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-----------------------------|----------|----------------|--------------------------------|
| The Bank of New York Mellon | | 08/27/2010 | State Chartered Bank: NEW YORK |

RECEIVING PARTY DATA

| | |
|-------------------|-------------------------------------|
| Name: | Phoenix Intangibles Holding Company |
| Street Address: | 4005 Kennett Pike, Suite 220 |
| Internal Address: | Two Greenville Crossing |
| City: | Greenville |
| State/Country: | DELAWARE |
| Postal Code: | 19807 |
| Entity Type: | CORPORATION: DELAWARE |

PROPERTY NUMBERS Total: 30

| Property Type | Number | Word Mark |
|----------------------|----------|---------------------------------|
| Serial Number: | 77028065 | AQUAADE |
| Serial Number: | 77326862 | E-OFFERS |
| Serial Number: | 77045194 | FLAVOR FUSION |
| Serial Number: | 77255576 | HEALTHPERKS! |
| Registration Number: | 3487607 | AMERICAN SEAWAY FOODS |
| Registration Number: | 2781332 | AQUA XTRA |
| Registration Number: | 3217217 | AQUAADE |
| Registration Number: | 2946381 | |
| Registration Number: | 2948629 | |
| Registration Number: | 3610079 | CHESTNUT RIDGE |
| Registration Number: | 3610081 | CHESTNUT RIDGE BEVERAGE COMPANY |
| Registration Number: | 3215890 | COURTNEY TAYLOR |
| Registration Number: | 3390270 | EGGCEPTIONALS |

OP \$765.00 77028065

900171361

**TRADEMARK
 REEL: 004276 FRAME: 0388**

| | | |
|----------------------|---------|-------------------------------------|
| Registration Number: | 3562207 | FLAVOR TWIST |
| Registration Number: | 3266394 | FRESH FINDS |
| Registration Number: | 3513998 | G |
| Registration Number: | 3785227 | GIANT EAGLE |
| Registration Number: | 3366493 | GIANT EAGLE EXPRESS |
| Registration Number: | 3315892 | NATURE'S BASKET GIANT EAGLE |
| Registration Number: | 3497660 | GIANT EAGLE NATURE'S BASKET ORGANIC |
| Registration Number: | 3168744 | GIANT EAGLE OPTICAL |
| Registration Number: | 3168745 | GIANT EAGLE OPTICAL |
| Registration Number: | 3402787 | HEALTHY MEDLEY |
| Registration Number: | 1784962 | LE-NATURE'S |
| Registration Number: | 2853154 | LE NATURE'S |
| Registration Number: | 3787790 | NATURE'S FORMULA |
| Registration Number: | 3314693 | PHOTO BAR |
| Registration Number: | 3662711 | GIANT EAGLE PRICE CUT |
| Registration Number: | 3662710 | PRICE CUT |
| Registration Number: | 3263468 | TOP 'N BAKE |

CORRESPONDENCE DATA

Fax Number: (412)566-6099
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 412-566-6777
Email: dradack@eckertseamans.com, ipmail@eckertseamans.com
Correspondent Name: David V. Radack
Address Line 1: 600 Grant Street, 44th Floor
Address Line 2: U. S. Steel Tower
Address Line 4: Pittsburgh, PENNSYLVANIA 15219

| | |
|-------------------------|-----------------|
| ATTORNEY DOCKET NUMBER: | 076021-00250 |
| NAME OF SUBMITTER: | David V. Radack |
| Signature: | /DVR/ |
| Date: | 09/10/2010 |

Total Attachments: 6
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TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

This Termination and Release of Trademark Security Agreement (“Release”), entered into as of the 27th day of August, 2010, by and between (i) Phoenix Intangibles Holding Company (“Phoenix”), a Delaware Corporation, and (ii) The Bank of New York Mellon (“BNYM”), successor in interest to Mellon Bank, N.A. (“Mellon”), as collateral agent for the Secured Parties (as defined in the Second Amended and Restated Credit Agreement referred to below) (in such capacity, together with its successors in such capacity, the “Collateral Agent”).

RECITALS

A. Pursuant to the Second Amended and Restated Credit Agreement, dated as of November 7, 2005 (as the same may have been amended, restated, supplemented, or otherwise modified from time-to-time, the “Second Amended and Restated Credit Agreement”) and the Second Amended and Restated Security Agreement, dated as of November 7, 2005, in favor of the Collateral Agent (as the same may have been amended, restated, supplemental, or otherwise modified from time-to-time, the “Second Amended and Restated Security Agreement”), the Lenders and Issuers party thereto, Citicorp USA, Inc. as Administrative Agent for the Lenders and Issuers, and BNYM, as Collateral Agent for the Lenders and Issuers, the Lenders and Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein.

B. Phoenix is a party to the Subsidiary Guaranty pursuant to which it has guaranteed the obligations.

C. Phoenix, as collateral security for the full, prompt, and complete payment and performance when due of the Secured Obligations, did collaterally assign, convey, mortgage, pledge, hypothecate, and transfer to the Collateral Agent for the benefit of the Secured Parties and granted to the Collateral Agent for the benefit of the Secured Parties, a lien on and security interest in all right, title, and interest in, to, and under the Trademark Collateral (as such term is defined in the Short Form Trademark Security Agreement (referred to below), which includes,

without limitation, the trademark registrations and/or applications listed in Schedule I attached hereto).

D. Phoenix executed a Short Form Trademark Security Agreement, dated November 13, 2008 and recorded at the United States Patent and Trademark Office on March 2, 2009, at Reel 3944, Frame 0415 ("Short Form Trademark Security Agreement").

E. The Borrower has refinanced its obligations under the Second Amended and Restated Credit Agreement.

F. The Collateral Agent and Phoenix desire to terminate the Short Form Trademark Security Agreement.

NOW, THEREFORE, the parties agree as follows:

1. 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 meaning given to them in the Second Amended and Restated Credit Agreement or the Second Amended and Restated Security Agreement.

2. The Collateral Agent hereby terminates the Short Form Trademark Security Agreement and release the Trademark Collateral from any security interest and neither Phoenix nor the Collateral Agent shall have any obligations pursuant to the Short Form Trademark Security Agreement.

3. The Collateral Agent agrees that Phoenix will make this Release of record by filing the same with the United States Patent and Trademark Office and paying all applicable recordation fees.

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

The Bank of New York Mellon,
Successor in interest to Mellon Bank, N.A.,
As Collateral Agent

By David B. Wick
(Signature)

David B. Wick
(Printed / Typed Name)

Vice President
(Printed / Typed Title)

DUP

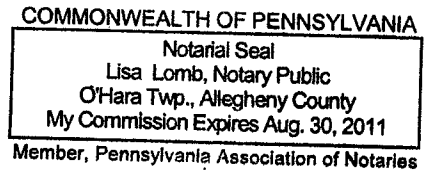
State of Pennsylvania :
County of Allegheny : ss.

On this, the 27 day of August, 2010, before me personally appeared DAVID WICK, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of The Bank of New York Mellon, Successor in interest to Mellon Bank, N.A., as Collateral Agent, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that 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.

[Signature]
Notary Public

In witness whereof, I hereunto set my hand and official seal.

(NOTARIAL SEAL)



**ACCEPTED AND AGREED AS OF
THE DATE FIRST ABOVE WRITTEN**

Phoenix Intangibles Holding Company

By: _____


Kevin Shelton

(Printed/Typed Name)

Vice President and Treasurer

(Printed/Typed Title)

SCHEDULE I

A. APPLICATIONS

| | <u>MARK</u> | <u>SERIAL NO.</u> | <u>FILING DATE</u> |
|----|---------------|-------------------|--------------------|
| 1. | AQUAADE | 77/028,065 | October 24, 2006 |
| 2. | E-OFFERS | 77/326,862 | November 12, 2007 |
| 3. | FLAVOR FUSION | 77/045,194 | November 16, 2006 |
| 4. | HEALTHPERKS! | 77/255,576 | August 15, 2007 |

B. REGISTRATIONS

| | <u>MARK</u> | <u>REGISTRATION NO.</u> | <u>REGISTRATION DATE</u> |
|-----|---|-------------------------|--------------------------|
| 1. | AMERICAN SEAWAY FOODS | 3,487,607 | August 19, 2008 |
| 2. | AQUA XTRA | 2,781,332 | November 11, 2003 |
| 3. | AQUAADE | 3,217,217 | March 13, 2007 |
| 4. | Bottle Design | 2,946,381 | May 3, 2005 |
| 5. | Bottle Design | 2,948,629 | May 10, 2005 |
| 6. | CHESTNUT RIDGE | 3,610,079 | April 21, 2009 |
| 7. | CHESTNUT RIDGE BEVERAGE COMPANY | 3,610,081 | April 21, 2009 |
| 8. | COURTNEY TAYLOR and Design | 3,215,890 | March 6, 2007 |
| 9. | EGGCEPTIONALS | 3,390,270 | February 26, 2008 |
| 10. | FLAVOR TWIST | 3,562,207 | January 13, 2009 |
| 11. | FRESH FINDS | 3,266,394 | July 17, 2007 |
| 12. | G | 3,513,998 | October 7, 2008 |
| 13. | GIANT EAGLE and Design | 3,785,227 | May 4, 2010 |
| 14. | GIANT EAGLE EXPRESS | 3,366,493 | January 8, 2008 |
| 15. | GIANT EAGLE NATURE'S BASKET and Design | 3,315,892 | October 23, 2007 |

B. REGISTRATIONS CONTINUED

| | <u>MARK</u> | <u>REGISTRATION NO.</u> | <u>REGISTRATION DATE</u> |
|-----|--|-------------------------|--------------------------|
| 16. | GIANT EAGLE NATURE'S BASKET ORGANIC and Design | 3,497,660 | September 9, 2008 |
| 17. | GIANT EAGLE OPTICAL | 3,168,744 | November 7, 2006 |
| 18. | GIANT EAGLE OPTICAL and Design | 3,168,745 | November 7, 2006 |
| 19. | HEALTHY MEDLEY | 3,402,787 | March 25, 2008 |
| 20. | LE-NATURE'S | 1,784,962 | July 27, 1993 |
| 21. | LE NATURE'S | 2,853,154 | June 15, 2004 |
| 22. | NATURE'S FORMULA | 3,787,790 | May 11, 2010 |
| 23. | PHOTO BAR | 3,314,693 | October 16, 2007 |
| 24. | PRICE CUT Logo (w/ Giant Eagle Shield) | 3,662,711 | August 4, 2009 |
| 25. | PRICE CUT Logo (w/o Giant Eagle Shield) | 3,662,710 | August 4, 2009 |
| 26. | TOP 'N BAKE | 3,263,468 | July 10, 2007 |

C. CANADIAN REGISTRATIONS

| | <u>MARK</u> | <u>REGISTRATION NO.</u> | <u>REGISTRATION DATE</u> |
|-----|-------------|-------------------------|--------------------------|
| 27. | AQUA XTRA | TMA645055 | July 28, 2005 |
| 28. | LE-NATURE'S | TMA645486 | August 9, 2005 |
| 29. | LE NATURE'S | TMA628915 | December 22, 2004 |