

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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: 8

Property Type	Number	Word Mark
Serial Number:	77730399	GETGO FROM GIANT EAGLE FOODPERKS! PUMP FUEL, SAVE ON GROCERIES. BUY GROCERIES, SAVE ON FUEL. GIANT EAGLE FUELPERKS! GIANT EAGLE ADVANTAGE CARD
Serial Number:	77730392	GETGO FROM GIANT EAGLE FOODPERKS! PUMP FUEL, SAVE ON GROCERIES. BUY GROCERIES, SAVE ON FUEL. GIANT EAGLE FUELPERKS!
Serial Number:	77707179	GETGO FOODPERKS!
Serial Number:	77732429	GIFTERGO
Serial Number:	77737847	SHOP THE WORLD ONLINE. GET FREE FUEL!
Registration Number:	3759544	BUY GROCERIES, SAVE ON FUEL
Registration Number:	3613759	FUELPERKS!
Registration Number:	3759545	PUMP FUEL, SAVE ON GROCERIES

CORRESPONDENCE DATA

900171360

**TRADEMARK
 REEL: 004276 FRAME: 0465**

OP \$215.00 77730399

Fax Number: (412)566-6099
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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ATTORNEY DOCKET NUMBER:	076021-00250
NAME OF SUBMITTER:	David V. Radack
Signature:	/DVR/
Date:	09/10/2010

Total Attachments: 5
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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 21th 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 June 25, 2009 and recorded at the United States Patent and Trademark Office on July 31, 2009, at Reel 4035, Frame 0256 (“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. Wirl
(Signature)

David B Wirl
(Printed / Typed Name)

Vice President
(Printed / Typed Title)

SEP

State of Pennsylvania :
County of Allegheny : ss.

On this, the 27 day of August, 2010, before me personally appeared DAVID WIRL, 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)

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Lisa Lomb, Notary Public
O'Hara Twp., Allegheny County
My Commission Expires Aug. 30, 2011
Member, Pennsylvania Association of Notaries

**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.	foodperks!/fuelperks! Cycle Logo (w/ Giant Eagle Advantage Card)	77/730,399	May 6, 2009
2.	foodperks!/fuelperks! Cycle Logo (w/o Giant Eagle Advantage Card)	77/730,392	May 6, 2009
3.	GETGO FOODPERKS! and Design	77/707,179	April 6, 2009
4.	GIFTERGO	77/732,429	May 8, 2009
5.	SHOP THE WORLD ONLINE, GET FREE FUEL!	77/737,847	May 15, 2009

B. REGISTRATIONS

	<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
1.	BUY GROCERIES, SAVE ON FUEL	3,759,544	March 9, 2010
2.	FUELPERKS!	3,613,759	April 28, 2009
3.	PUMP FUEL, SAVE ON GROCERIES	3,759,545	March 9, 2010