

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM373914

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of America, N.A.		02/17/2016	Bank: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Safeway Inc.		
<b>Street Address:</b>	5918 Stoneridge Mall Rd.		
<b>City:</b>	Pleasanton		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94588		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3776592	RXTE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2125935955		
<i>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.</i>			
<b>Phone:</b>	212-756-2132		
<b>Email:</b>	scott.kareff@srz.com		
<b>Correspondent Name:</b>	S. Kareff c/o Schulte Roth & Zabel LLP		
<b>Address Line 1:</b>	919 Third Avenue		
<b>Address Line 2:</b>	25th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	014951-0667		
<b>NAME OF SUBMITTER:</b>	Scott Kareff (014951-0667)		
<b>SIGNATURE:</b>	/kc for sk/		
<b>DATE SIGNED:</b>	02/19/2016		
<b>Total Attachments: 5</b>			
source=Trademark Release for Bank of America, N.A. - Safeway Inc#page1.tif			
source=Trademark Release for Bank of America, N.A. - Safeway Inc#page2.tif			
source=Trademark Release for Bank of America, N.A. - Safeway Inc#page3.tif			
source=Trademark Release for Bank of America, N.A. - Safeway Inc#page4.tif			

CH \$40.00 3776592



RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of February 17, 2016 (the “Effective Date”), is made by BANK OF AMERICA, N.A., in its capacity as collateral agent (the “Agent”), in favor of the grantor party identified on the signature page hereto (the “Grantor”).

WHEREAS, pursuant to that certain Second Amended and Restated Security Agreement, dated as of March 21, 2013, amended and restated as of January 30, 2015 and further amended and restated as of December 21, 2015, by and among the Agent, the Grantor and certain other parties thereto (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), the Grantor granted to the Agent, in its capacity as Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of January 30, 2015 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 4, 2015 at Reel/Frame 5452/0540;

WHEREAS, in reliance of the Grantor’s representations and warranties concerning the transactions referenced in that certain Confirmation of Partial Release, dated as of the date hereof, the Agent has agreed to release, discharge, terminate and cancel its security interest in certain specified collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

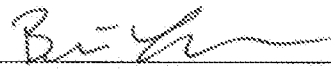
1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
2. Release of Specified Collateral. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the trademark registrations and applications set forth Schedule I attached hereto (the “Released Trademark Collateral”), arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Released Trademark Collateral under the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.
3. Limitation. This Release is applicable only and solely with respect to the Released Trademark Collateral and to no other collateral arising under the Security Agreement or the Trademark Security Agreement. The Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Agent under the Security Agreement and the Trademark Security Agreement with respect to all such other collateral, and the Agent’s security interest, liens, rights, titles and interests in such other collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Release.
4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including,

without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

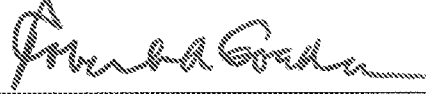
IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**BANK OF AMERICA, N.A., acting in its  
capacity as Agent for the Lenders**

By:   
Name: Brian Lindblom  
Title: Vice President

**GRANTOR:**

**SAFEWAY INC.**

By:   
Name: Robert A. Gordon  
Title: Executive Vice President, General  
Counsel & Secretary

SCHEDULE I

<u>TRADEMARK</u>	<u>APPLICANT/OWNER</u>	<u>REGISTRATION NUMBER / APPLICATION NUMBER</u>
RxTE	Safeway Inc.	3,776,592