

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3215104

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Execution Date
SAFEWAY INC.	01/30/2015

**RECEIVING PARTY DATA**

<b>Name:</b>	WILMINGTON TRUST, NATIONAL ASSOCIATION, AS NOTES COLLATERAL AGENT
<b>Street Address:</b>	50 SOUTH SIXTH STREET. SUITE 1290
<b>Internal Address:</b>	ATTN: ALBERTSON'S ADMINISTRATION
<b>City:</b>	MINNEAPOLIS
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55402

**PROPERTY NUMBERS Total: 21**

Property Type	Number
Patent Number:	D597850
Patent Number:	D593753
Patent Number:	D601907
Application Number:	11459733
Application Number:	13796858
Patent Number:	7740171
Patent Number:	7815107
Patent Number:	8671018
Application Number:	11560930
Application Number:	11749672
Application Number:	13685492
Application Number:	11861139
Application Number:	11459732
Application Number:	13537666
Application Number:	13837907
Application Number:	13943600
Application Number:	13072534
Application Number:	13072547
Application Number:	13072556

**PATENT**

Property Type	Number
Application Number:	13072567
Application Number:	13072580

**CORRESPONDENCE DATA**

**Fax Number:**

*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.*

**Email:** michael.barys@thomsonreuters.com

**Correspondent Name:** DORIS KA, LEGAL ASSISTANT

**Address Line 1:** 80 PINE STREET

**Address Line 2:** C/O CAHILL GORDON & REINDEL LLP

**Address Line 4:** NEW YORK, NEW YORK 10005

<b>NAME OF SUBMITTER:</b>	DORIS KA
<b>SIGNATURE:</b>	/Michael Barys TR/
<b>DATE SIGNED:</b>	02/06/2015

**Total Attachments: 7**

source=3 Saturn Patent Security Agreement Notes#page1.tif  
source=3 Saturn Patent Security Agreement Notes#page2.tif  
source=3 Saturn Patent Security Agreement Notes#page3.tif  
source=3 Saturn Patent Security Agreement Notes#page4.tif  
source=3 Saturn Patent Security Agreement Notes#page5.tif  
source=3 Saturn Patent Security Agreement Notes#page6.tif  
source=3 Saturn Patent Security Agreement Notes#page7.tif

### RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

Safeway Inc.

Additional name(s) of conveying party(ies) attached?  Yes  No

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) January 30, 2015

- Assignment  Merger
- Security Agreement  Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Name: Wilmington Trust, National Association, as Notes Collateral Agent  
Internal Address: Attn: Albertson's Administration

Street Address: 50 South Sixth Street, Suite 1290

City: Minneapolis

State: MN

Country: USA Zip: 55402

Additional name(s) & address(es) attached?  Yes  No

**4. Application or patent number(s):**

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

See attached Schedule I

See attached Schedule I

Additional numbers attached?  Yes  No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: Doris Ka, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: 212-701-3569

Docket Number: 08061.823 Notes

Email Address: dka@cahill.com

**6. Total number of applications and patents involved: 21**

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ \_\_\_\_\_**

- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

**8. Payment Information**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Doris Ka  
Signature

February 3, 2015  
Date

Doris Ka, Legal Assistant  
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

**Patent Security Agreement**

**Patent Security Agreement**, dated as of January 30, 2015, by SAFEWAY INC. (the "Grantor"), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the Indenture (in such capacity, the "Notes Collateral Agent").

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Notes Collateral Agent pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Notes Collateral Agent, for the benefit of the Secured Parties, to enter into the Indenture, the Grantor hereby agrees with the Notes Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. The Grantor hereby pledges and grants to the Notes Collateral Agent for the benefit of the Secured Parties (and, to the extent provided for in Article II and in Article X of the Security Agreement, for the benefit of the holders of the Safeway 2016/2017/2019 Notes and the Safeway Notes Trustee) a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Grantor:

- (a) Patents of the Grantor listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing (other than Excluded Assets).

SECTION 3. Security Agreement; Intercreditor Agreements. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Notes Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Notes Collateral Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control. Notwithstanding anything herein to the contrary, (i) the Liens and security interest granted to the Notes Collateral Agent for the benefit of the Secured Parties pursuant to this Patent Security Agreement are expressly subject and subordinate to the liens and security interest granted to the Term Loan Collateral Agent pursuant to the Term Loan Facility and (ii) the exercise of any right or remedy by the Notes Collateral Agent hereunder is subject to the limitations and provisions of the Intercreditor Agreements. In the event of any conflict between the

terms of the Intercreditor Agreements and the terms of this Patent Security Agreement, the terms of the Intercreditor Agreements shall govern and control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, upon the request of the Grantor the Notes Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Patent Security Agreement.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of a signature page of this Patent Security Agreement by telecopy, pdf or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Patent Security Agreement.

SECTION 6. Governing Law. This Patent Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Patent Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]


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

Very truly yours,

Effective upon the consummation of the merger of Saturn Acquisition Merger Sub, Inc. with and into Safeway Inc.:

**GRANTORS:**

**SAFEWAY INC.**

By:   
Name: Robert Gordon  
Title: Vice President & Secretary

Accepted and Agreed:

WILMINGTON TRUST, NATIONAL  
ASSOCIATION, as Notes Collateral Agent

By:  \_\_\_\_\_

Name: **Hallie E. Field**  
Title: **Banking Officer**

**SCHEDULE I**  
**to**  
**PATENT SECURITY AGREEMENT**  
**PATENT REGISTRATIONS AND PATENT APPLICATIONS**

**Patent Registrations:**

<b>OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>NAME</b>
Safeway Inc.	D597,850	Shopping Bag With Instructional Graphic
Safeway Inc.	D593,753	Bag Strap
Safeway Inc.	D601,907	Bottle
Safeway Inc.	11/459,733	Payment Program For Use In Point-Of-Sale Transactions
Safeway Inc.	13/796,858	Payment Program for Use in Point-of-Sale Transactions
Safeway Inc.	7,740,171	Payment Program for Use in Point-of-Sale Transactions
Safeway Inc.	7,815,107	Payment Program for Use in Point-of-Sale Transactions
Safeway Inc.	8671018	Adaptable Retail Pricing Environment and Electronic Exchange, Delivering Customized Buyer Promotion Rewards and Discounts

**Patent Applications:**

<b>OWNER</b>	<b>APPLICATION NUMBER</b>	<b>NAME</b>
Safeway Inc.	11/560,930	Nutrition Management And Meal Planning Program
Safeway Inc.	11/749,672	Nutrition Management And Meal Planning Program
Safeway Inc.	13/685,492	Generation and Provision of Directed Sales Incentives at Locations Remote from the Point of Sale
Safeway Inc.	11/861,139	Securable Consumer Goods Transportation Apparatus
Safeway Inc.	11/459,732	Payment Program For Use In Point-Of-Sale Transactions
Safeway Inc.	13/537,666	Simple Nutrition Nutritional Management System
Safeway Inc.	13/837,907	Simple Nutrition Nutritional Management System
Safeway Inc.	13/943,600	Consumer Health Incentive Program
Safeway Inc.	13/072,534	Adaptable Retail Pricing Environment And Electronic Exchange, Delivering Customized Buyer Promotion Rewards And Discounts
Safeway Inc.	13/072,547	Adaptable Retail Pricing Environment And Electronic Exchange, Delivering Customized Shopper Rewards
Safeway Inc.	13/072,556	Adaptable Retail Pricing Environment And Electronic Exchange, Delivering Customized Retailer Opportunity Rewards And Discounts
Safeway Inc.	13/072,567	Adaptable Retail Pricing Environment And Electronic Exchange, Delivering Customized Mobile Shopper Rewards And Discounts



OWNER	APPLICATION NUMBER	NAME
Safeway Inc.	13/072,580	Adaptable Retail Pricing Environment And Electronic Exchange, Delivering Customized Brand Switching Rewards And Discounts