

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5241270

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERM LOAN SUPPL. SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
SAFEWAY INC.	11/16/2018
RECEIVING PARTY DATA	
Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH
Street Address:	7033 LOUIS STEPHENS DRIVE
Internal Address:	PO BOX 110047
City:	RESEARCH TRIANGLE PARK
State/Country:	NORTH CAROLINA
Postal Code:	27709
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	15044481
Application Number:	15246982
Application Number:	15263976
CORRESPONDENCE DATA	
Fax Number:	(800)914-4240
<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>	
Phone:	800-713-0755
Email:	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com
Correspondent Name:	CT CORPORATION
Address Line 1:	4400 EASTON COMMONS WAY
Address Line 2:	SUITE 125
Address Line 4:	COLUMBUS, OHIO 43219
NAME OF SUBMITTER:	ELAINE CARRERA
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	11/16/2018
Total Attachments: 6	
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Supplemental Patent Security Agreement

Supplemental Patent Security Agreement, dated as of November 16, 2018 (the "Patent Security Agreement"), by SAFEWAY INC. (the "Grantor"), in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Grantor is party to a Third Amended and Restated Security Agreement dated as of February 11, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the 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 Collateral Agent, for the benefit of the Credit Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the 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 Collateral Agent for the benefit of the Credit Parties 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 Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the 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 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 unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the 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.

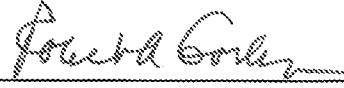
SECTION 6. Governing Law. This Patent Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Patent Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed 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, the 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,

SAFEWAY INC.

By: 

Name: Robert A. Gordon

Title: Executive Vice President, General
Counsel & Secretary

Accepted and Agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By: _____

Name: William O'Daly

Title: Authorized Signatory

By: _____

Name: D. Andrew Maletta

Title: Authorized Signatory

Signature Page to Supplemental Patent Security Agreement (TL)

PATENT
REEL: 047586 FRAME: 0720

Schedule I

UNITED STATES PATENTS:

<u>Record Owner</u>	<u>Patent</u>	<u>Patent Number (Application Number)</u>	<u>Issue Date (Filing Date)</u>
Safeway Inc.	Distributed Computing Platform for Improving Processing Performance	(15/044,481)	(02/16/2016)
Safeway Inc.	Payment Program for Use in Point-of-Sale Transactions	(15/246,982)	(08/25/2016)
Safeway Inc.	Systems and Methods of Generating and Disposing Labels on Containers	(15/263,976)	(09/13/2016)