

02-14-2001



Form PTO-1594
1-31-92

RE

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101613217

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Nash-Finch Company *2.2.01*

Individuals Association
 General Partnership - Limited Partnership:
 Corporation - State: Delaware
 Other:

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

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

Name: Bankers Trust Company

Internal Address: _____

Street Address: 130 Liberty Street

City: New York State: New York ZIP: 10006

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation - _____
 Other - Collateral Agent

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Interest Change of Name
 Other - _____

Execution Date: December 19, 2000

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

Additional numbers attached? Yes No

Trademark Registration No.(s)\

Please see attached Schedule A

1140554

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

Name: Brian Jaenicke, Legal Assistant

Internal Address: White & Case LLP

02/13/2001 670N11 00000349 1140556

01 FC:481 40.00 OP
02 FC:482 1675.00 OP

Street Address: 1155 Avenue of the Americas

City: New York State: NY ZIP: 10036

6. Total number of applications and registration involved 68

7. Total fee (37 CFR 3.41): \$ 1,715.00

Enclosed
 Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number: 23-1705 (in case of deficiency)

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Brian T. Jaenicke *Brian T. Jaenicke* 2/2/01
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

SCHEDULE A

<u>Federal TRADEMARK</u>	<u>SN.</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
ARROW AND TARGET DESIGN		1140556	10/14/1980
BERNINI		1620244	10/30/1990
BIG DOLLAR & DESIGN		1216051	11/09/1982
BONNIES BEST AND DESIGN		1258730	11/22/1983
BUY 'N SAVE		2269821	08/10/1999
BUY 'N SAVE		1972277	05/07/1996
CINFULLY GOOD	76/165045		
CLUB CASUAL		2038677	02/18/1997
COMPUTERS FOR KIDS		2188665	09/15/1998
CUSTOMER SATISFACTION IS ALWAYS FIRST		937789	07/11/1972
DELI-QUIK		1024850	11/11/1975
DESIGN ONLY		1140556	10/14/1980
DESIGN ONLY		2043240	03/11/1997
DESIGN ONLY		1769003	05/04/1993
DEWY-FRESH		1268095	02/21/1984
ECONO CARD		2106491	10/21/1997
ECONO DRUG & DESIGN		1935161	11/14/1995
ECONO EXPRESS AND DESIGN	75/645971		
ECONO FOODS		1419536	12/02/1986
ECONO STOP		2087329	08/12/1997
ECONOMART		1842143	06/28/1994
EXPRESS CHECKOUT ELECTRONIC POINT-OF-SALE SYSTEM		2045353	03/18/1997
EXPRESS MARKETPLACE		2240897	04/20/1999
FAMILY BAKE SHOPPE & DESIGN		1524731	02/14/1989
FAMILY THRIFT CENTER AND DESIGN	75/644366		
FLOWERS TOO		1862117	11/08/1994
FOOD BONANZA		1135930	05/20/1980
FOOD BONANZA & DESIGN		1481988	03/22/1988
FOOD FOLKS & DESIGN		1835789	05/10/1994

SCHEDULE A

<u>Federal TRADEMARK</u>	<u>SN.</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
FOOD PRIDE		1788692	08/17/1993
FOOD PRIDE & DESIGN		1416259	11/04/1986
FTC EXPRESS		2359406	06/20/2000
GOLDEN VALLEY		1422111	12/23/1986
GOLDEN VALLEY		1169492	09/15/1981
HOMETOWN EXTRAS	76/107348		
JACK & JILL		739189	10/09/1962
JACK & JILL		1257814	11/15/1983
KITCHEN TABLE		2189499	09/15/1998
LABELS FOR LEARNING		1784386	07/27/1993
MENU SENSATIONS		2148257	03/31/1998
MISCELLANEOUS DESIGN (WHEAT)		2043240	03/11/1997
MORE CARD		2124886	12/30/1997
NASH FINCH COMPANY		2083413	07/29/1997
NASHNET.NET	76/005575		
ORIGINAL SIGNATURE		1971734	04/30/1996
OUR BEST FOR YOU		2263186	07/20/1999
OUR FAMILY		369014	07/11/1939
OUR FAMILY FOODS		1704384	07/28/1992
SAX FOOD & DRUG		1954692	02/06/1996
SPRINT		836394	10/03/1967
SPRINT		1487030	05/03/1988
SUN MART AND DESIGN		2373954	08/01/2000
SUN MART FOODS		1920466	09/19/1995
SUN MART FOODS & DESIGN		1501505	08/23/1988
TENDER FRESH		858009	10/01/1968
TENDER LEAN PORK & DESIGN		838018	10/31/1967
TENDER TASTE		733505	06/26/1962
TENDER TASTE & DESIGN		740999	11/20/1962
THE FRESH PLACE		2075552	07/01/1997
TOBACCO ROW		2193878	10/06/1998

SCHEDULE A

<u>Federal TRADEMARK</u>	<u>SN.</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
VALUPAK		1641414	04/16/1991
WM CASH AND CARRY AND DESIGN		805712	03/15/1966
WM WAREHOUSE MARKET CASH AND CARRY		865510	02/25/1969
WHOLESALE FOOD OUTLET	76/072647		
WM CASH & CARRY		813184	08/16/1966
WOK IN THE DELI		2036854	02/11/1997
YOU'RE IN, YOU'RE OUT...YOU'RE HOME	76/173069		11/29/00
YOUR SATISFACTION IS ALWAYS FIRST		1126086	10/16/1979

**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Nash-Finch Company, a Delaware corporation (the "Grantor") with principal offices at 7600 France Avenue South, P.O. Box 355, Minneapolis, Minnesota 55440-0355, hereby grants to Bankers Trust Company, as Collateral Agent, with principal offices at 130 Liberty Street, New York, New York 10006 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of December 19, 2000 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall, upon such satisfaction execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

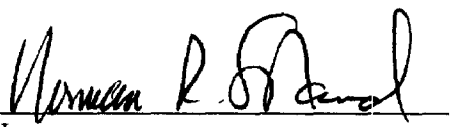
This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and

provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

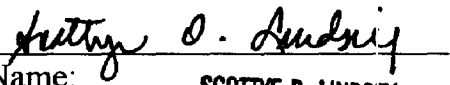
* * *

IN WITNESS HEREOF, the undersigned have executed this Grant as of the 19th
day of December, 2000.

NASH-FINCH COMPANY, as Grantor

By 
Name:
Title:

BANKERS TRUST COMPANY, as
Collateral Agent and Grantee

By 
Name: SCOTTY D. LINDSEY
Title: Vice President

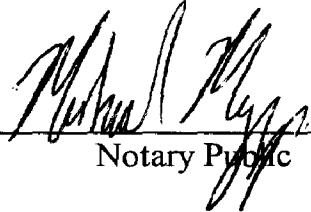
STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 18th day of November, 2000, before me personally came _____

Norman Saland, who being by me duly sworn, did state as follows that [s]he is

Secretary of Nash-Finch Company, that [s]he is authorized to execute the

foregoing Grant on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.



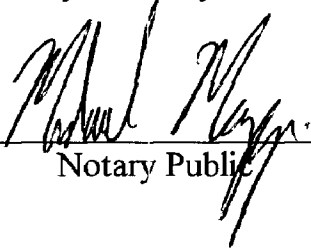
Notary Public

MICHAEL MAGGI
Notary Public, State of New York
No. 01MA6030598
Qualified in Queens County
Certificate Filed in New York County
Commission Expires Sept. 13, 1001

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 18th day of October, 2001, before me personally came _____

Scottie Lindsey who, being by me duly sworn, did state as follows: that []he is
Vice President of Bankers Trust Company that []he is authorized to execute the
foregoing Grant on behalf of said _____ and that []he did so by authority of the Board of
Directors of said _____.



Notary Public

MICHAEL MAGGI
Notary Public, State of New York
No. 01MA6030598
Qualified in Queens County
Certificate Filed in New York County
Commission Expires Sept. 13, 1001