

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	Amended and Restated Trademark Security Agreement			
CONVEYING PARTY DATA				
	Name	Formerly	Execution Date	Entity Type
	Houchens Food Group, Inc.		09/28/2012	CORPORATION: KENTUCKY
	Houchens North Foods, LLC		09/28/2012	LIMITED LIABILITY COMPANY: KENTUCKY
RECEIVING PARTY DATA				
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent			
Street Address:	10 SOUTH DEARBORN			
City:	CHICAGO			
State/Country:	ILLINOIS			
Postal Code:	60603			
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES			
PROPERTY NUMBERS Total: 7				
	Property Type	Number	Word Mark	
	Registration Number:	1827893	HOUCHENS	
	Registration Number:	2009509	CROSS ROADS COUNTRY FRESH QUALITY PORK	
	Registration Number:	1901824	HOUCHENS	
	Registration Number:	1888670	COON CREEK COUNTRY HAM	
	Registration Number:	2878657	CLOSE TO HOME	
	Registration Number:	3015054	NOZZ	
	Registration Number:	3015057		
CORRESPONDENCE DATA				
Fax Number:	2149813400			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>				
Phone:	214-981-3483			
Email:	dclark@sidley.com			

CH \$190.00 1827893

Correspondent Name: Dusan Clark, Esq.
Address Line 1: Sidley Austin LLP
Address Line 2: 717 N. Harwood St., Suite 3400
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 36084-35310

NAME OF SUBMITTER: Dusan Clark

Signature: /Dusan Clark/

Date: 09/28/2012

Total Attachments: 25

source=EXECUTED_ Houchens - A_R Trademark Security Agreement#page1.tif
source=EXECUTED_ Houchens - A_R Trademark Security Agreement#page2.tif
source=EXECUTED_ Houchens - A_R Trademark Security Agreement#page3.tif
source=EXECUTED_ Houchens - A_R Trademark Security Agreement#page4.tif
source=EXECUTED_ Houchens - A_R Trademark Security Agreement#page5.tif
source=EXECUTED_ Houchens - A_R Trademark Security Agreement#page6.tif
source=EXECUTED_ Houchens - A_R Trademark Security Agreement#page7.tif
source=EXECUTED_ Houchens - A_R Trademark Security Agreement#page8.tif
source=EXECUTED_ Houchens - A_R Trademark Security Agreement#page9.tif
source=EXECUTED_ Houchens - A_R Trademark Security Agreement#page10.tif
source=EXECUTED_ Houchens - A_R Trademark Security Agreement#page11.tif
source=EXECUTED_ Houchens - A_R Trademark Security Agreement#page12.tif
source=EXECUTED_ Houchens - A_R Trademark Security Agreement#page13.tif
source=EXECUTED_ Houchens - A_R Trademark Security Agreement#page14.tif
source=EXECUTED_ Houchens - A_R Trademark Security Agreement#page15.tif
source=EXECUTED_ Houchens - A_R Trademark Security Agreement#page16.tif
source=EXECUTED_ Houchens - A_R Trademark Security Agreement#page17.tif
source=EXECUTED_ Houchens - A_R Trademark Security Agreement#page18.tif
source=EXECUTED_ Houchens - A_R Trademark Security Agreement#page19.tif
source=EXECUTED_ Houchens - A_R Trademark Security Agreement#page20.tif
source=EXECUTED_ Houchens - A_R Trademark Security Agreement#page21.tif
source=EXECUTED_ Houchens - A_R Trademark Security Agreement#page22.tif
source=EXECUTED_ Houchens - A_R Trademark Security Agreement#page23.tif
source=EXECUTED_ Houchens - A_R Trademark Security Agreement#page24.tif
source=EXECUTED_ Houchens - A_R Trademark Security Agreement#page25.tif

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this “Security Agreement”) is entered into as of September 28, 2012 by and among HOUCHEMS FOOD GROUP, INC., a Kentucky corporation (the “Borrower”), HOUCHEMS NORTH FOODS, LLC (“HNF” and, together with the Borrower, each a “Grantor” and collectively the “Grantors”) and JPMORGAN CHASE BANK, N.A., as Administrative Agent (the “Administrative Agent”), for the benefit of the Holders of Secured Obligations under the Credit Agreement defined below.

W I T N E S S E T H :

WHEREAS, the Borrower, the financial institutions party thereto from time to time as lenders (collectively, the “Lenders”), and the Administrative Agent have entered into that certain Amended and Restated Credit Agreement, dated as of March 4, 2010 (the “Existing Credit Agreement”), as amended by that certain Amendment No. 1 to Amended and Restated Credit Agreement, by and among the Borrower, the Lenders and the Administrative Agent, of even date herewith (the “Amendment”, and the Existing Credit Agreement, as amended by the Amendment and as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), which Credit Agreement provides, subject to the terms and conditions thereof, for extensions of credit and other financial accommodations by the Lenders to or for the benefit of the Borrower;

WHEREAS, the Grantors, certain of their Affiliates, and the Administrative Agent have entered into that certain Pledge and Security Agreement, dated as of April 11, 2005 (as the same may have been or may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), pursuant to which the Grantors have granted a security interest in certain of their assets to the Administrative Agent for the benefit of the Holders of Secured Obligations;

WHEREAS, the Borrower and the Administrative Agent previously entered into the Trademark Security Agreement, dated as of April 11, 2005 (the “Existing Trademark Security Agreement”) and the Borrower wishes to affirm its obligations under the terms of the Existing Trademark Security Agreement and the Borrower and the Administrative Agent wish to amend and restate the terms of the Existing Trademark Security Agreement in order to, among other things, add HNF and JFS as Grantors; and

WHEREAS, the Administrative Agent and the Lenders have required the Grantors to execute and deliver this Agreement (i) in order to secure the prompt and complete payment, observance and performance of all of the Secured Obligations and (ii) as a condition precedent to any extension of credit or other financial accommodations to the Borrower under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Defined Terms.

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Credit Agreement shall have the meaning specified for such term in the Credit Agreement. Unless otherwise defined herein or in the Credit Agreement, each capitalized term used herein that is defined in the Security Agreement shall have the meaning specified for such term in the Security Agreement.

(b) The words “hereof,” “herein” and “hereunder” and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

SECTION 2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

SECTION 3. Incorporation of the Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

SECTION 4. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Secured Obligations, each Grantor hereby grants to the Administrative Agent, for the benefit of the Holders of Secured Obligations, a security interest in, as and by way of a mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of such Grantor’s now owned or existing and hereafter acquired or arising:

(a) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of such Grantor’s business symbolized by the foregoing and connected therewith, and (v) all of such Grantor’s rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (i)-(v) in this paragraph 4(a), are sometimes hereinafter individually and/or collectively referred to as the “Trademarks”); and

(b) rights under or interest in any trademark license agreements or service mark license agreements with any other party, whether such Grantor is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on Schedule B attached hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by such Grantor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the “Licenses”).

SECTION 5. Restrictions on Future Agreements. No Grantor will, without the Administrative Agent’s prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and each Grantor further agrees that it will not take any action, and will use its commercially reasonable best efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any respect

affect the validity or enforcement of the rights transferred to the Administrative Agent under this Agreement or the rights associated with the Trademarks or Licenses.

SECTION 6. New Trademarks and Licenses. Each Grantor represents and warrants that, from and after the date hereof, (a) the Trademarks listed on Schedule A include all of the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications now owned or held by such Grantor, (b) the Licenses listed on Schedule B include all of the trademark license agreements and service mark license agreements under which such Grantor is the licensee or licensor and (c) no liens, claims or security interests in such Trademarks and Licenses have been granted by such Grantor to any Person other than the Administrative Agent. If, prior to the termination of this Agreement, any Grantor shall (i) obtain rights to any new trademarks, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) become entitled to the benefit of any trademarks, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor, or (iii) enter into any new trademark license agreement or service mark license agreement, the provisions of paragraph 4 above shall automatically apply thereto. Each Grantor shall give to the Administrative Agent written notice of events described in clauses (i), (ii) and (iii) of the preceding sentence promptly after the occurrence thereof, but in any event not later than the end of the quarter in which such events occur. Each Grantor hereby authorizes the Administrative Agent to modify this Agreement unilaterally (i) by amending Schedule A to include any future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and by amending Schedule B to include any future trademark license agreements and service mark license agreements, which are Trademarks or Licenses under paragraph 4 above or under this paragraph 6, and (ii) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule A or B thereto, as the case may be, such future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, and trademark license agreements and service mark license agreements.

SECTION 7. Royalties. Each Grantor hereby agrees that the use by the Administrative Agent of the Trademarks and Licenses as authorized hereunder in connection with the Administrative Agent's exercise of its rights and remedies under paragraph 15 or pursuant to Section 5.2 of the Security Agreement shall be coextensive with such Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Administrative Agent to such Grantor.

SECTION 8. Right to Inspect. The Administrative Agent may at all reasonable times, during each Grantor's business hours, upon reasonable prior notice (and at any time when a Default exists) have access to, examine, audit, make copies (at such Grantor's expense) and extracts from and inspect such Grantor's premises and examine such Grantor's books, records and operations relating to the Trademarks and Licenses; provided, that in conducting such inspections and examinations, the Administrative Agent shall use reasonable efforts not to disturb unnecessarily the conduct of such Grantor's ordinary business operations. After the occurrence and during the continuance of a Default, each Grantor agrees that the Administrative Agent, or a conservator appointed by the Administrative Agent, shall have the right to establish such reasonable additional product quality controls as the Administrative Agent or such conservator, in its sole and absolute judgment, may deem necessary to assure maintenance of the quality of products sold by such Grantor under the Trademarks and the Licenses or in connection with which such Trademarks and Licenses are used. Each Grantor agrees (i) not to sell or assign its respective interests in, or grant any license under, the Trademarks or the Licenses without the prior and express written consent of the Administrative Agent, (ii) to maintain the quality of such products as of the date

hereof, and (iii) not to reduce the quality of such products in any material respect without the Administrative Agent's prior and express written consent.

SECTION 9. Nature and Continuation of the Administrative Agent's Security Interest; Termination of the Administrative Agent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall terminate only when the Secured Obligations have been paid in full in cash and the Credit Agreement and the Security Agreement have been terminated. When this Agreement has terminated, the Administrative Agent shall promptly execute and deliver to the Borrower, at the Borrower's expense, all termination statements and other instruments as may be necessary or proper to terminate the Administrative Agent's security interest in the Trademarks and the Licenses, subject to any disposition thereof which may have been made by the Administrative Agent pursuant to this Agreement or the Security Agreement.

SECTION 10. Duties of the Grantor. Each Grantor shall have the duty, to the extent desirable in the normal conduct of such Grantor's business, to: (i) prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, and (ii) make application for trademarks or service marks. Each Grantor further agrees (i) not to abandon any Trademark, with the exception of any Trademark listed on Schedule A as of the date hereof, which Trademarks such Grantor may allow to lapse in the ordinary course, or any License without the prior written consent of the Administrative Agent, which shall not be unreasonably withheld, and (ii) to use its commercially reasonable best efforts to maintain in full force and effect the Trademarks and the Licenses that are or shall be necessary or economically desirable in the operation of such Grantor's business. Each Grantor represents that no Trademark listed on Schedule A as of the date hereof is necessary to the operation of such Grantor's business. Any expenses incurred in connection with the foregoing shall be borne by the Borrower. Neither the Administrative Agent nor any of the Holders of Secured Obligations shall have any duty with respect to the Trademarks and Licenses. Without limiting the generality of the foregoing, neither the Administrative Agent nor any of the Holders of Secured Obligations shall be under any obligation to take any steps necessary to preserve rights in the Trademarks or Licenses against any other parties, but the Administrative Agent may do so at its option from and after the occurrence and during the continuance of a Default, and all expenses incurred in connection therewith shall be for the sole account of the Borrower and shall be added to the Secured Obligations secured hereby.

SECTION 11. The Administrative Agent's Right to Sue. After the occurrence and during the continuance of a Default, the Administrative Agent shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and the Licenses and, if the Administrative Agent shall commence any such suit, each Grantor shall, at the request of the Administrative Agent, do any and all lawful acts and execute any and all proper documents reasonably required by the Administrative Agent in aid of such enforcement. Each Grantor shall, upon demand, promptly reimburse the Administrative Agent for all costs and expenses incurred by the Administrative Agent in the exercise of its rights under this Section 11 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for the Administrative Agent).

SECTION 12. Waivers. The Administrative Agent's failure, at any time or times hereafter, to require strict performance by each Grantor of any provision of this Agreement shall not waive, affect or diminish any right of the Administrative Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between the Grantors and the Administrative Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants

and representations of any Grantor contained in this Agreement shall be deemed to have been suspended or waived by the Administrative Agent unless such suspension or waiver is in writing signed by an officer of the Administrative Agent and directed to such Grantor specifying such suspension or waiver.

SECTION 13. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

SECTION 14. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 6 hereof or by a writing signed by the parties hereto.

SECTION 15. Cumulative Remedies; Power of Attorney. Each Grantor hereby irrevocably designates, constitutes and appoints the Administrative Agent (and all Persons designated by the Administrative Agent in its sole and absolute discretion) as such Grantor's true and lawful attorney-in-fact, and authorizes the Administrative Agent and any of the Administrative Agent's designees, in such Grantor's or the Administrative Agent's name, to take any action and execute any instrument which the Administrative Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, after the occurrence and during the continuance of a Default and the giving by the Administrative Agent of notice to such Grantor of the Administrative Agent's intention to enforce its rights and claims against such Grantor, to (i) endorse such Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Administrative Agent in the use of the Trademarks or the Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Licenses, to anyone on commercially reasonable terms, and (iv) take any other actions with respect to the Trademarks or the Licenses as the Administrative Agent deems in its own or the Holders of Secured Obligations' best interest. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Secured Obligations shall have been paid in full in cash and the Credit Agreement shall have been terminated. Each Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Administrative Agent and the Holders of Secured Obligations under the Security Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

The Administrative Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or the Licenses may be located or deemed located. Upon the occurrence of a Default and the election by the Administrative Agent to exercise any of its remedies under the Uniform Commercial Code with respect to the Trademarks and Licenses, each Grantor agrees to assign, convey and otherwise transfer title in and to the Trademarks and the Licenses to the Administrative Agent or any transferee of the Administrative Agent and to execute and deliver to the Administrative Agent or any such transferee all such agreements, documents and instruments as may be necessary, in the Administrative Agent's sole discretion, to effect such assignment, conveyance and transfer. All of the Administrative Agent's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by the Security Agreement, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby

expressly agreed that upon the occurrence of a Default, the Administrative Agent may exercise any of the rights and remedies provided in this Agreement, the Security Agreement and any of the other Loan Documents. Each Grantor agrees that any notification of intended disposition of any of the Trademarks and Licenses required by law shall be deemed reasonably and properly given if given at least ten (10) days before such disposition; provided, however, that the Administrative Agent may give any shorter notice that is commercially reasonable under the circumstances.

SECTION 16. Successors and Assigns. This Agreement shall be binding upon each Grantor and its successors and assigns, and shall inure to the benefit of each of the Holders of Secured Obligations and their nominees, successors and assigns. Each Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for such Grantor; provided, however, that no Grantor shall voluntarily assign or transfer its rights or obligations hereunder without the Administrative Agent's prior written consent.

SECTION 17. CHOICE OF LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAWS BUT OTHERWISE WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES) BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

SECTION 18. CONSENT TO JURISDICTION; JURY TRIAL.

(a) CONSENT TO JURISDICTION. EACH GRANTOR HEREBY IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF THE STATE OR FEDERAL COURTS LOCATED IN THE BOROUGH OF MANHATTAN IN THE CITY OF NEW YORK, NEW YORK, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO ANY LOAN DOCUMENTS AND SUCH GRANTOR HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT AND IRREVOCABLY WAIVES ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT OR THAT SUCH COURT IS AN INCONVENIENT FORUM. NOTHING HEREIN SHALL LIMIT THE RIGHT OF THE ADMINISTRATIVE AGENT OR ANY HOLDER OF SECURED OBLIGATIONS TO BRING PROCEEDINGS AGAINST SUCH GRANTOR IN THE COURTS OF ANY OTHER JURISDICTION. ANY JUDICIAL PROCEEDING BY ANY GRANTOR AGAINST THE ADMINISTRATIVE AGENT OR ANY HOLDER OF SECURED OBLIGATIONS OR ANY AFFILIATE OF THE ADMINISTRATIVE AGENT OR ANY HOLDER OF SECURED OBLIGATIONS INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT SHALL BE BROUGHT ONLY IN SUCH NEW YORK STATE, OR TO THE EXTENT PERMITTED BY LAW, FEDERAL COURT.

(b) WAIVER OF JURY TRIAL. EACH GRANTOR HEREBY WAIVES TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE RELATIONSHIP ESTABLISHED THEREUNDER.

(c) ADVICE OF COUNSEL. EACH OF THE PARTIES REPRESENTS TO EACH OTHER PARTY HERETO THAT IT HAS DISCUSSED THIS AGREEMENT AND, SPECIFICALLY, THE PROVISIONS OF THIS SECTION 18 WITH ITS COUNSEL.

SECTION 19. Notices. All notices or other communications hereunder shall be given in the manner and to the address of the Borrower, in the case of the Grantors, and to the address of the Administrative Agent, in each case, as set forth in the Credit Agreement.

SECTION 20. Section Titles. The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

SECTION 21. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 22. Merger. This Agreement represents the final agreement of the Grantors and the Administrative Agent with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between the Grantors and the Administrative Agent.

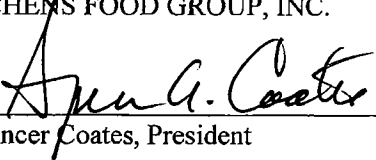
SECTION 23. Amendment and Restatement. This Agreement amends and restates and is given in substitution for, but not in satisfaction of the Existing Trademark Security Agreement; provided that nothing contained in this Agreement shall limit or affect the liens and security interests heretofore granted, pledged and/or assigned to the Administrative Agent under the Existing Trademark Security Agreement.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

HOUCHENS FOOD GROUP, INC.

By: _____



Spencer Coates, President

*Signature Page to
Amended and Restated Trademark Security Agreement*

**TRADEMARK
REEL: 004869 FRAME: 0589**

STATE OF Kentucky)
) SS
COUNTY OF Warren)

The foregoing Amended and Restated Trademark Security Agreement was acknowledged before me this 24 day of September, 2012, by Spencer Coates, President of Houchens Food Group, Inc., a Kentucky corporation, on behalf of such corporation.



Notary Public
My commission expires: 7-15-15

HOUCHENS NORTH FOODS, LLC

By: 

Alan Larsen, President

*Signature Page to
Amended and Restated Trademark Security Agreement*

**TRADEMARK
REEL: 004869 FRAME: 0591**

STATE OF Kentucky)
) SS
COUNTY OF Warren)

The foregoing Amended and Restated Trademark Security Agreement was acknowledged before me this 24 day of September, 2012, by Alan Larsen, President of Houchens North Foods, LLC, a Kentucky limited liability company, on behalf of such company.

Laurie Keen
Notary Public
My commission expires: 7-15-15

Acknowledged and Agreed:

JPMORGAN CHASE BANK, N.A., as the Administrative Agent

By: Steven G. Sutton

Name: Steven G. Sutton

Title: Division Manager

*Signature Page to
Amended and Restated Trademark Security Agreement*

TRADEMARK
REEL: 004869 FRAME: 0593

SCHEDULE A
to
Amended and Restated Trademark Security Agreement
Dated as of September 28, 2012

<u>Grantor</u>	<u>Trademark</u>	<u>Registration Date</u>	<u>Registration No.</u>	<u>I.C. No.</u>
Houchens Food Group, Inc.	HOUCHENS [and DESIGN]	March 22, 1994	1,827,893	42
Houchens Food Group	CROSS ROADS COUNTRY FRESH QUALITY PORK [and DESIGN]	October 22, 1996	2,009,509	29
Houchens Food Group	HOUCHENS	June 27, 1995	1,901,824	29, 30
Houchens Food Group	COON CREEK COUNTRY HAM [and DESIGN]	April 11, 1995	1,888,670	29
Houchens Food Group	CLOSE TO HOME [and DESIGN]	August 31, 2004	2,878,657	35
Houchens North Foods, LLC	NOZZ	November 15, 2005	3,015,054	35
Houchens North Foods, LLC	Gas pump [DESIGN ONLY]	November 15, 2005	3,015,057	35

TRADEMARKS AND SERVICE MARK APPLICATIONS

<u>Trademark</u>	<u>Application Date</u>	<u>Serial No.</u>
None		

SCHEDULE B
to
Amended and Restated Trademark Security Agreement
Dated as of September 28, 2012

LICENSE AGREEMENTS

<u>Company</u>	<u>Store #</u>	<u>Street</u>	<u>City/State</u>
Houchens Food Group, Inc.	d/b/a Save-A-Lot #70	2005B Memorial Road	Springfield, TN 37172
Houchens Food Group, Inc.	d/b/a Save-A-Lot #71	Old Hwy. 60E	Hardinsburg, KY 40143
Houchens Food Group, Inc.	d/b/a Save-A-Lot #72	262 W. Mill Creek Rd.	Radcliff, KY 40160
Houchens Food Group, Inc.	d/b/a Save-A-Lot #73	300 Lakeway Shopping Center	Campbellsville, KY 42718
Houchens Food Group, Inc.	d/b/a Save-A-Lot #74	P.O. Box 356	Elkton, KY 42220
Houchens Food Group, Inc.	d/b/a Save-A-Lot #75	8521 Terry Road	Louisville, KY 40258
Houchens Food Group, Inc.	d/b/a Save-A-Lot #76	P.O. Box 1685, Hwy. 25	London, KY 40473
Houchens Food Group, Inc.	d/b/a Save-A-Lot #77	P.O. Box 449, Hwy. 25 East	Barbourville, KY 40906
Houchens Food Group, Inc.	d/b/a Save-A-Lot #78	1645 S. Hwy. 25 W	Williamsburg, KY 40769
Houchens Food Group, Inc.	d/b/a Save-A-Lot #79	1520 Cumberland Falls	Corbin, KY 40701
Houchens Food Group, Inc.	d/b/a Save-A-Lot #80	P.O. Box 268, 421 Richmond Rd.	Manchester, KY 40962
Houchens Food Group, Inc.	d/b/a Save-A-Lot #81	2010 Jacksboro Pike	Lafollette, TN 37766
Houchens Food Group, Inc.	d/b/a Save-A-Lot #82	120 Garrard Square	Manchester, KY 40962
Houchens Food Group, Inc.	d/b/a Save-A-Lot #83	512 Clinch Ave. Unit #5	Clinton, TN 37716
Houchens Food Group, Inc.	d/b/a Save-A-Lot #84	3004 W. Andrew Jackson	Morristown, TN 37814

Houchens Food Group, Inc.	d/b/a Save-A-Lot #85	1225 South Roane Street	Harriman, TN 37748
Houchens Food Group, Inc.	d/b/a Save-A-Lot #86	445 KY Hwy. 44 East	Shepherdsville, KY 40165
Houchens Food Group, Inc.	d/b/a Save-A-Lot #87	8704 National Turnpike	Fairdale, KY 40118
Houchens Food Group, Inc.	d/b/a Save-A-Lot #88	135 West Elk Avenue	Elizabethton, TN 37643
Houchens Food Group, Inc.	d/b/a Save-A-Lot #89	1043 Cosby Highway	Newport, TN 37821
Houchens Food Group, Inc.	d/b/a Save-A-Lot #102	P.O. Box 757, US Route 60	Cedar Grove, WV 25039
Houchens Food Group, Inc.	d/b/a Save-A-Lot #104	501 Blueville Drive, Suite 3	Grafton, WV 26354
Houchens Food Group, Inc.	d/b/a Save-A-Lot #105	900 Wenonah Avenue	Pearisburg, VA 24201
Houchens Food Group, Inc.	d/b/a Save-A-Lot #106	P.O. Box 1536	Welch, WV 24801
Houchens Food Group, Inc.	d/b/a Save-A-Lot #107	206 Main Street	Hinton, WV 25951
Houchens Food Group, Inc.	d/b/a Save-A-Lot #109	1055 Stafford Drive	Princeton, WV 24740
Houchens Food Group, Inc.	d/b/a Save-A-Lot #110	150 Value City Center	Beckley, WV 25801
Houchens Food Group, Inc.	d/b/a Save-A-Lot #111	920 14th Street West	Huntington, WV 25701
Houchens Food Group, Inc.	d/b/a Save-A-Lot #112	Airport Square, Route 52	Bluefield, WV 24701
Houchens Food Group, Inc.	d/b/a Save-A-Lot #113	4341 Route 60 East	Huntington, WV 25705
Houchens Food Group, Inc.	d/b/a Save-A-Lot #114	3rd Avenue, Bldg. #2	Chesapeake, OH 45619
Houchens Food Group, Inc.	d/b/a Save-A-Lot #115	2507 Gallia Street	Portsmouth, OH 45662
Houchens Food Group, Inc.	d/b/a Save-A-Lot #116	Route 10 North	Pineville, WV 24874
Houchens Food Group, Inc.	d/b/a Save-A-Lot #117	2107 Pike Street	Parkersburg, WV 26101

SCHEDULE B

TRADEMARK
REEL: 004869 FRAME: 0596

Houchens Food Group, Inc.	d/b/a Save-A-Lot #118	51 Seneca Trail	Lewisburg, WV 24901
Houchens Food Group, Inc.	d/b/a Save-A-Lot #119	Tazewell Mall	Tazewell, VA 24651
Houchens Food Group, Inc.	d/b/a Save-A-Lot #120	5850 US Hwy. 60 W	Ashland, KY 41102
Houchens Food Group, Inc.	d/b/a Save-A-Lot #122	3417 A Breckinridge Lane	Louisville, KY 40220
Houchens Food Group, Inc.	d/b/a Save-A-Lot #123	2875 West Parrish	Owensboro, KY 42301
Houchens Food Group, Inc.	d/b/a Save-A-Lot #124	607 Columbia Hwy.	Greensburg, KY 42743
Houchens Food Group, Inc.	d/b/a Save-A-Lot #125	350 US Hwy. 62 West	Princeton, KY 42445
Houchens Food Group, Inc.	d/b/a Save-A-Lot #126	425 Center Street	Madisonville, KY 42431
Houchens Food Group, Inc.	d/b/a Save-A-Lot #127	Hwy. 259 N. Riverhill S.C.	Brownsville, KY 42210
Houchens Food Group, Inc.	d/b/a Save-A-Lot #128	1191 Hillview Blvd.	Louisville, KY 40229
Houchens Food Group, Inc.	d/b/a Save-A-Lot #130	750 S. Tennessee	Murfreesboro, TN 37130
Houchens Food Group, Inc.	d/b/a Save-A-Lot #132	113 Logan Square, Hwy. 431	Russellville, KY 42276
Houchens Food Group, Inc.	d/b/a Save-A-Lot #133	P.O. Box 403, 300 Interstate Plaza	Munfordville, KY 42765
Houchens Food Group, Inc.	d/b/a Save-A-Lot #134	105 N. English	Leitchfield, KY 42754
Houchens Food Group, Inc.	d/b/a Save-A-Lot #136	723 W G.L. Smith Street	Morgantown, KY 42261
Houchens Food Group, Inc.	d/b/a Save-A-Lot #137	415 Burksville Road	Albany, KY 42602
Houchens Food Group, Inc.	d/b/a Save-A-Lot #138	1500 N. Main Street, Suite 124	Monticello, KY 42633
Houchens Food Group, Inc.	d/b/a Save-A-Lot #139	1407 Gallatin Road	Scottsville, KY 42164
Houchens Food Group, Inc.	d/b/a Save-A-Lot #140	407 N. Main Street	Jamestown, TN 38556

SCHEDULE B

Houchens Food Group, Inc.	d/b/a Save-A-Lot #141	1017 Youngstown Plaza	Jeffersonville, IN 47130
Houchens Food Group, Inc.	d/b/a Save-A-Lot #142	507 W. Main Street	Lebanon, KY 40033
Houchens Food Group, Inc.	d/b/a Save-A-Lot #143	910 West Main Street	Mt. Vernon, KY 40456
Houchens Food Group, Inc.	d/b/a Save-A-Lot #144	P.O. Box 446	Brandenburg, KY 40108
Houchens Food Group, Inc.	d/b/a Save-A-Lot #145	2327 Decherd Blvd.	Decherd, TN 37324
Houchens Food Group, Inc.	d/b/a Save-A-Lot #146	13205 Hwy. 28	Whitwell, TN 37397
Houchens Food Group, Inc.	d/b/a Save-A-Lot #147	1701 Northtown Plaza	Oneida, TN 37841
Houchens Food Group, Inc.	d/b/a Save-A-Lot #148	1814 Triplett Street	Owensboro, KY 42301
Houchens Food Group, Inc.	d/b/a Save-A-Lot #150	400 S. Green Street	Glasgow, KY 42141
Houchens Food Group, Inc.	d/b/a Save-A-Lot #151	105 E. Guardian Avenue	Columbia, KY 42728
Houchens Food Group, Inc.	d/b/a Save-A-Lot #152	112 E. James Campbell	Columbia, TN 38401
Houchens Food Group, Inc.	d/b/a Save-A-Lot #153	111 Montgomery Street	Providence, KY 42450
Houchens Food Group, Inc.	d/b/a Save-A-Lot #154	1140 Ft. Campbell Blvd.	Clarksville, TN 37042
Houchens Food Group, Inc.	d/b/a Save-A-Lot #156	116 S. Willow Avenue	Cookeville, TN 38501
Houchens Food Group, Inc.	d/b/a Save-A-Lot #157	15261 Lebanon Road	Old Hickory, TN 37138
Houchens Food Group, Inc.	d/b/a Save-A-Lot #158	325 N. Cumberland	Lebanon, TN 37087
Houchens Food Group, Inc.	d/b/a Save-A-Lot #159	351 E. Main Street	Gallatin, TN 37066
Houchens Food Group, Inc.	d/b/a Save-A-Lot #160	410 Hwy. 13 North	Haleyville, AL 35565
Houchens Food Group, Inc.	d/b/a Save-A-Lot #162	50468 Hwy. 72 North	Bridgeport, AL 35740

SCHEDULE B

TRADEMARK
REEL: 004869 FRAME: 0598

Houchens Food Group, Inc.	d/b/a Save-A-Lot #163	301B N. 12th Street	Gadsden, AL 35901
Houchens Food Group, Inc.	d/b/a Save-A-Lot #164	3509 S. Broad Hwy. 79	Scottsboro, AL 35768
Houchens Food Group, Inc.	d/b/a Save-A-Lot #165	5850 Hwy. 431, Suite 3	Albertville, AL 35950
Houchens Food Group, Inc.	d/b/a Save-A-Lot #167	1520 6th Avenue SE	Decatur, AL 35601
Houchens Food Group, Inc.	d/b/a Save-A-Lot #168	200 Gault Ave. North	Ft. Payne, AL 35967
Houchens Food Group, Inc.	d/b/a Save-A-Lot #169	3505 #5 Pulaski Pike	Huntsville, AL 35810
Houchens Food Group, Inc.	d/b/a Save-A-Lot #170	12075 South US Hwy. 25 W	Williamsburg, KY 40769
Houchens Food Group, Inc.	d/b/a Save-A-Lot #171	415 Dansbury Avenue	Middlesboro, KY 40965
Houchens Food Group, Inc.	d/b/a Save-A-Lot #172	P.O. Box 300, Route 7, Hwy. 119	Pineville, KY 40977
Houchens Food Group, Inc.	d/b/a Save-A-Lot #173	93 Industrial Park Rd.	Harlan, KY 40831
Houchens Food Group, Inc.	d/b/a Save-A-Lot #174	1100 E. Cumberland Gap Pwky.	Corbin, KY 40701
Houchens Food Group, Inc.	d/b/a Save-A-Lot #175	221 Pioneer Village Drive	Mountain City, TN 37683
Houchens Food Group, Inc.	d/b/a Save-A-Lot #176	1424 Park Avenue, NW	Norton, VA 24273
Houchens Food Group, Inc.	d/b/a Save-A-Lot #178	227 Hall Road	Alcoa, TN 37701
Houchens Food Group, Inc.	d/b/a Save-A-Lot #179	1401 E. Stone Drive	Kingsport, TN 37660
Houchens Food Group, Inc.	d/b/a Save-A-Lot #180	P.O. Box 578, Hwy. 56	Celina, TN 38551
Houchens Food Group, Inc.	d/b/a Save-A-Lot #181	231 Northgate, Suite 216	McMinnville, TN 37110
Houchens Food Group, Inc.	d/b/a Save-A-Lot #182	509 S. Congress Blvd.	Smithville, TN 37166
Houchens Food Group, Inc.	d/b/a Save-A-Lot #183	301 W. College Street	Fayetteville, TN 37334

SCHEDULE B

TRADEMARK
REEL: 004869 FRAME: 0599

Houchens Food Group, Inc.	d/b/a Save-A-Lot #184	P.O. Box 477, E. Main Street	Livingston, TN 38570
Houchens Food Group, Inc.	d/b/a Save-A-Lot #185	P.O. Box 706, Hwy. 56	Gainesboro, TN 38562
Houchens Food Group, Inc.	d/b/a Save-A-Lot #187	1608 N. Locust, Suite A	Lawrenceburg, TN 38464
Houchens Food Group, Inc.	d/b/a Save-A-Lot #188	201 Elmore Street	Monterey, TN 38574
Houchens Food Group, Inc.	d/b/a Save-A-Lot #189	272 E. Broadway Blvd.	Jefferson City, TN 37760
Houchens Food Group, Inc.	d/b/a Save-A-Lot #190	1654 S. Highland Street	Jackson, TN 38501
Houchens Food Group, Inc.	d/b/a Save-A-Lot #191	179 Mose Drive	Sparta, TN 38583
Houchens Food Group, Inc.	d/b/a Save-A-Lot #192	903 Hollywood Drive	Jackson, TN 38301
Houchens Food Group, Inc.	d/b/a Save-A-Lot #193	1037 S. Riverside Drive	Clarksville, TN 37040
Houchens Food Group, Inc.	d/b/a Save-A-Lot #194	6901 Lee Highway	Chattanooga, TN 37421
Houchens Food Group, Inc.	d/b/a Save-A-Lot #195	249 W. Sumner Street	Greeneville, TN 37744
Houchens Food Group, Inc.	d/b/a Save-A-Lot #196	P.O. Box 689, 4285 Ray County Hwy.	Dayton, TN 37321
Houchens Food Group, Inc.	d/b/a Save-A-Lot #197	1101 Bluff City Hwy.	Bristol, TN 37620
Houchens Food Group, Inc.	d/b/a Save-A-Lot #198	3936 Ringgold Road	East Ridge, TN 37412
Houchens Food Group, Inc.	d/b/a Save-A-Lot #199	P.O. Box 849	Wartburg, TN 37887
Houchens Food Group, Inc.	d/b/a Save-A-Lot #202	244 First Street SW	Alabaster, AL 35007
Houchens Food Group, Inc.	d/b/a Save-A-Lot #203	3108 McClellan Blvd.	Anniston, AL 36201
Houchens Food Group, Inc.	d/b/a Save-A-Lot #205	802 Pelham Road South	Jacksonville, AL 36265
Houchens Food Group, Inc.	d/b/a Save-A-Lot #206	680 Hwy. 78 West	Jasper, AL 35501

SCHEDULE B

TRADEMARK
REEL: 004869 FRAME: 0600

Houchens Food Group, Inc.	d/b/a Save-A-Lot #207	3067 McFarland Blvd.	Northport, AL 35476
Houchens Food Group, Inc.	d/b/a Save-A-Lot #208	929 Second Ave. East	Oneonta, AL 35121
Houchens Food Group, Inc.	d/b/a Save-A-Lot #211	15160 Hwy. 43 Bypass	Russellville, AL 35653
Houchens Food Group, Inc.	d/b/a Save-A-Lot #230	600 31W Bypass, Unit 1	Bowling Green, KY 42101
Houchens Food Group, Inc.	d/b/a Save-A-Lot #231	2706 Russellville Road	Bowling Green, KY 42101
Houchens Food Group, Inc.	d/b/a Save-A-Lot #233	1120 Nashville Road	Franklin, KY 42134
Houchens Food Group, Inc.	d/b/a Save-A-Lot #234	Hwy. 90 E, 509 Old Happy Valley Rd.	Cave City, KY 42127
Houchens Food Group, Inc.	d/b/a Save-A-Lot #235	1512 W. Everly Bros. Blvd.	Central City, KY 42330
Houchens Food Group, Inc.	d/b/a Save-A-Lot #236	1848 North Main Street	Beaver Dam, KY 42320
Houchens Food Group, Inc.	d/b/a Save-A-Lot #237	2735 Ft. Campbell Blvd.	Hopkinsville, KY 42240
Houchens Food Group, Inc.	d/b/a Save-A-Lot #238	213 East Hwy. 66	Tell City, IN 47586
Houchens Food Group, Inc.	d/b/a Save-A-Lot #240	930 Tucker Drive	Maysville, KY 41056
Houchens Food Group, Inc.	d/b/a Save-A-Lot #241	Rt. 519 & Lee Clay Avenue	Morehead, KY 40351
Houchens Food Group, Inc.	d/b/a Save-A-Lot #242	584 State Route 1947	Grayson, KY 41143
Houchens Food Group, Inc.	d/b/a Save-A-Lot #243	P.O. Box 20110, Route 7	Louisa, KY 41230
Houchens Food Group, Inc.	d/b/a Save-A-Lot #244	2017 East Main Street	Oak Hill, WV 25901
Houchens Food Group, Inc.	d/b/a Save-A-Lot #245	P.O. Box 937	Danville, WV 25053
Houchens Food Group, Inc.	d/b/a Save-A-Lot #246	P.O. Box 1087	Clendenin, WV 25045
Houchens Food Group, Inc.	d/b/a Save-A-Lot #247	840 Broad Street	Summersville, WV 26651

SCHEDULE B

TRADEMARK
REEL: 004869 FRAME: 0601

Houchens Food Group, Inc.	d/b/a Save-A-Lot #248	P.O. Box 167	Spencer, WV 25276
Houchens Food Group, Inc.	d/b/a Save-A-Lot #249	52 Arnold Avenue	Weston, WV 26452
Houchens Food Group, Inc.	d/b/a Save-A-Lot #302	220 South Geddes Plaza	Syracuse, NY 13204
Houchens Food Group, Inc.	d/b/a Save-A-Lot #305	836 N. Goodman Street	Rochester, NY 14609
Houchens Food Group, Inc.	d/b/a Save-A-Lot #308	1111 State Route 222	Cortland, NY 13045
Houchens Food Group, Inc.	d/b/a Save-A-Lot #309	308 William Street	Elmira, NY 14901
Houchens Food Group, Inc.	d/b/a Save-A-Lot #311	1725 Elmwood Avenue	Niagara Falls, NY 14301
Houchens Food Group, Inc.	d/b/a Save-A-Lot #312	2160 Genesee Street	Buffalo, NY 14225
Houchens Food Group, Inc.	d/b/a Save-A-Lot #313	284 Ontario Street	Buffalo, NY 14207
Houchens Food Group, Inc.	d/b/a Save-A-Lot #314	500 Butternut Street	Syracuse, NY 13208
Houchens Food Group, Inc.	d/b/a Save-A-Lot #315	569 Lyell Avenue, Suite 101	Rochester, NY 14606
Houchens Food Group, Inc.	d/b/a Save-A-Lot #340	20 Taft Hwy.	Dry Ridge, KY 41035
Houchens Food Group, Inc.	d/b/a Save-A-Lot #341	4181 Richardson Road	Independence, KY 41051
Houchens Food Group, Inc.	d/b/a Save-A-Lot #342	1616 Madison Avenue	Covington, KY 41011
Houchens Food Group, Inc.	d/b/a Save-A-Lot #343	15 Donnemeyer Street	Bellevue, KY 41073
Houchens Food Group, Inc.	d/b/a Save-A-Lot #344	251 Lafayette Street	London, OH 43140
Houchens Food Group, Inc.	d/b/a Save-A-Lot #345	2400 Dixie Hwy.	Hamilton, OH 45015
Houchens Food Group, Inc.	d/b/a Save-A-Lot #346	5021 Vine Street, St. Bernard Shopping Ctr.	Cincinnati, OH 45217
Houchens Food Group, Inc.	d/b/a Save-A-Lot #347	4145 Apple Street	Cincinnati, OH 45223

SCHEDULE B

TRADEMARK
REEL: 004869 FRAME: 0602

Houchens Food Group, Inc.	d/b/a Save-A-Lot #348	2101-2105 Main St., Bushnell Shopping Ctr.	Springfield, OH 45506
Houchens Food Group, Inc.	d/b/a Save-A-Lot #349	2125 Park Road	Springfield, OH 45501
Houchens Food Group, Inc.	d/b/a Save-A-Lot #402	1468 S. Hwy. 52	Mt. Airy, NC 27030
Houchens Food Group, Inc.	d/b/a Save-A-Lot #404	202 Northview Plaza	N. Wilkesboro, NC 28659
Houchens Food Group, Inc.	d/b/a Save-A-Lot #413	65 Crit King Road	Whitley City, KY 42653
Houchens Food Group, Inc.	d/b/a Save-A-Lot #414	5194 South Highway 27	Somerset, KY 42501
Houchens Food Group, Inc.	d/b/a Save-A-Lot #415	Highway 27 & Highway 39	Somerset, KY 42501
Houchens Food Group, Inc.	d/b/a Save-A-Lot #416	101 Lacy Street	Stanford, KY 40484
Houchens Food Group, Inc.	d/b/a Save-A-Lot #417	Hurts Creek & Hwy. 421 & Hwy. 80	Hyden, KY 41749
Houchens Food Group, Inc.	d/b/a Save-A-Lot #418	1471 Highway 15 North	Jackson, KY 41339
Houchens Food Group, Inc.	d/b/a Save-A-Lot #419	7644 Liberty Road	West Liberty, KY 41472
Houchens Food Group, Inc.	d/b/a Save-A-Lot #420	4195 North Mayo Trail	Pikeville, KY 41501
Houchens Food Group, Inc.	d/b/a Save-A-Lot #421	P.O. Box 1406, 240 S. Mayo Tr.	Pikeville, KY 41501
Houchens Food Group, Inc.	d/b/a Save-A-Lot #422	P.O. Box 148, 6127 Route 645	Inez, KY 41224
Houchens Food Group, Inc.	d/b/a Save-A-Lot #423	430 Hwy. 899	Hindman, KY 41822
Houchens Food Group, Inc.	d/b/a Save-A-Lot #424	163 Citizens Lane	Hazard, KY 41701
Houchens Food Group, Inc.	d/b/a Save-A-Lot #425	#52 Grand Vue Plaza	Hazard, KY 41701
Houchens Food Group, Inc.	d/b/a Save-A-Lot #426	P.O. Box 98, Highway 38	Evarts, KY 40828
Houchens Food Group, Inc.	d/b/a Save-A-Lot #427	P.O. Box 622, Route 1, Hwy. 58	Pennington Gap, VA 24277

SCHEDULE B

TRADEMARK
REEL: 004869 FRAME: 0603

Houchens Food Group, Inc.	d/b/a Save-A-Lot #501	2911 Lafayette Road	Ft. Oglethorpe, GA 30742
Houchens Food Group, Inc.	d/b/a Save-A-Lot #502	189 West Athens, Suite 1	Winder, GA 30680
Houchens Food Group, Inc.	d/b/a Save-A-Lot #505	2604 E. Walnut Avenue	Dalton, GA 30721
Houchens Food Group, Inc.	d/b/a Save-A-Lot #506	511 Alabama Avenue	Bremen, GA 30110
Houchens Food Group, Inc.	d/b/a Save-A-Lot #507	2672 East 1st Street	Blue Ridge, GA 30513
Houchens Food Group, Inc.	d/b/a Save-A-Lot #508	117 Murphy Avenue	Blairsville, GA 30512
Houchens Food Group, Inc.	d/b/a Save-A-Lot #510	561 Collins Road	Toccoa, GA 30577
Houchens Food Group, Inc.	d/b/a Save-A-Lot #511	890 Elbert Street	Elberton, GA 30635
Houchens Food Group, Inc.	d/b/a Save-A-Lot #560	7912 White Horse Road	Greenville, SC 29611
Houchens Food Group, Inc.	d/b/a Save-A-Lot #562	550 South Church Street	Spartanburg, SC 29302
Houchens Food Group, Inc.	d/b/a Save-A-Lot #563	Hwy. 86 at Old Pelzer Road	Piedmont, SC 29673
Houchens Food Group, Inc.	d/b/a Save-A-Lot #570	Landmark Square Shopping Center	Columbia, SC 29211
Houchens Food Group, Inc.	d/b/a Save-A-Lot #571	674 West Liberty Street	Sumter, SC 29150
Houchens Food Group, Inc.	d/b/a Save-A-Lot #613	129 Whitley Street	Henderson, TN 38340
Houchens Food Group, Inc.	d/b/a Save-A-Lot #616	1359 W. Market Street	Bolivar, TN 38008
Houchens Food Group, Inc.	d/b/a Save-A-Lot #625	805 S. 12th Street	Murray, KY 42071
Houchens Food Group, Inc.	d/b/a Save-A-Lot #627	910 Truman Blvd.	Caruthersville, MO 63838
Houchens Food Group, Inc.	d/b/a Save-A-Lot #629	1320 Donelson Parkway	Dover, TN 37058
Houchens Food Group, Inc.	d/b/a Save-A-Lot #632	5820 S. First Street	Milan, TN 38358

SCHEDULE B

TRADEMARK
REEL: 004869 FRAME: 0604

Houchens Food Group, Inc.	d/b/a Save-A-Lot #634	100 East Ford	Osceola, AR 72370
Houchens Food Group, Inc.	d/b/a Save-A-Lot #635	1905 West Main	Blytheville, AR 72315
Houchens Food Group, Inc.	d/b/a Save-A-Lot #639	1027 Mineral Wells Avenue	Paris, TN 38242
Houchens Food Group, Inc.	d/b/a Save-A-Lot #642	529 Hwy. 64W	Waynesboro, TN 38485
Houchens Food Group, Inc.	d/b/a Save-A-Lot #644	401 W. Lincoln Street	Tullahoma, TN 37388
Houchens Food Group, Inc.	d/b/a Save-A-Lot #646	126 S. Cannon Blvd.	Shelbyville, TN 37160
Houchens Food Group, Inc.	d/b/a Save-A-Lot #648	223 Village Square Shopping Center	Pulaski, TN 38478
Houchens Food Group, Inc.	d/b/a Save-A-Lot #650	2602 Main Street	Benton, KY 42025
Houchens Food Group, Inc.	d/b/a Save-A-Lot #651	539 East Main Street	Hohenwald, TN 38462
Houchens Food Group, Inc.	d/b/a Save-A-Lot #653	700 Highway 100	Centerville, TN 37033
Houchens Food Group, Inc.	d/b/a Save-A-Lot #655	229 S. Green Street	Henderson, KY 42420
Houchens Food Group, Inc.	d/b/a Save-A-Lot #657	Hwy. 45, 4200 Skyhawk Parkway	Martin, TN 38237
Houchens Food Group, Inc.	d/b/a Save-A-Lot #658	2409 Central Avenue	Humboldt, TN 38343
Houchens Food Group, Inc.	d/b/a Save-A-Lot #661	1203 Middle Road	Fulton, KY 42041
Houchens Food Group, Inc.	d/b/a Save-A-Lot #662	701 Pearl Street	Metropolis, IL 62960
Houchens Food Group, Inc.	d/b/a Save-A-Lot #663	1428 Broadway	Paducah, KY 42001
Houchens Food Group, Inc.	d/b/a Save-A-Lot #665	1222 Hillsboro Blvd.	Manchester, TN 37355
Houchens Food Group, Inc.	d/b/a Save-A-Lot #669	704 E. Fayette Street	Somerville, TN 38068
Houchens Food Group, Inc.	d/b/a Save-A-Lot #671	2125 S. Weinbach Avenue	Evansville, IN 47714

SCHEDULE B

TRADEMARK
REEL: 004869 FRAME: 0605

Houchens Food Group, Inc.	d/b/a Save-A-Lot #673	411 S. Barker Avenue	Evansville, IN 47712
Houchens Food Group, Inc.	d/b/a Save-A-Lot #675	500 E. Diamond Avenue	Evansville, IN 47711
Houchens Food Group, Inc.	d/b/a Save-A-Lot #677	1770 Mooresville Road	Lewisburg, TN 37091
Houchens Food Group, Inc.	d/b/a Save-A-Lot #679	147 Hwy. 641 North	Camden, TN 38320
Houchens Food Group, Inc.	d/b/a Save-A-Lot #680	20522 E. Main Street	Huntingdon, TN 38344
Houchens Food Group, Inc.	d/b/a Save-A-Lot #694	1210 SR Hwy. 45 North	Mayfield, KY 42066
Houchens Food Group, Inc.	d/b/a Save-A-Lot #704	505 S. Palestine	Athens, TX 75751
Houchens Food Group, Inc.	d/b/a Save-A-Lot #707	1420 North Street	Nacogdoches, TX 75961
Houchens Food Group, Inc.	d/b/a Save-A-Lot #709	703 S. Jackson	Jacksonville, TX 75766

SCHEDULE B