

TRADEMARK ASSIGNMENT TERMINATION AGREEMENT

(1992 Assignment)

WHEREAS, Young's Market Company, a California corporation which has been succeeded in interest by Young's Holdings, Inc. (the "**Assignor**"), has entered into a Security Agreement - Trademark Assignment (Borrower), dated as of October 15, 1992, in favor of Citicorp North America, Inc., as administrative agent ("**Assignee**"), for the Lender Parties named in that certain Credit Agreement by and among the Assignor and the Assignee and others dated as of October 15, 1992 (the "**Assignment**"), which Assignment was recorded on December 17, 1992 in the register of the United States Patent and Trademark Office at those Reel and Frame numbers set forth on Schedule I hereto; and

WHEREAS, the Assignment by its terms granted to Assignee a security interest in certain registered trademarks, trademark registrations and trademark applications listed in Schedule I to this Agreement (such trademarks, trademark registrations and trademark applications being the "**Intellectual Property**"); and

WHEREAS, Assignor has paid in full the obligations for which the security interest in the Intellectual Property was granted.

NOW, THEREFORE, the parties hereto agree as follows:

1. Assignee hereby releases to Assignor the security interests in the Intellectual Property as granted to Assignee under the Assignment and hereby agrees that any Assignment recorded on the register of the United States Patent and Trademark Office shall be terminated for all purposes. Assignee hereby authorizes Assignor to file this Trademark Assignment Termination Agreement and such other documents with the United States Patent and Trademark Office as may be necessary to terminate the Assignment from the register of the United States Patent and Trademark Office.

2. Each party hereto agrees that it will from time to time on or after the date hereof promptly do, execute, acknowledge and deliver and will cause to be done, executed, acknowledged and delivered, all such further acts, conveyances, powers of attorney, assurances and other documents as may be reasonably requested by any other party hereto as may be necessary to terminate the Assignment from the register of the United States Patent and Trademark Office.

IN WITNESS WHEREOF the parties hereto by the signature below of their duly authorized representatives agree to be bound by the provisions of this Agreement as of the date first written above.

CITICORP NORTH AMERICA, INC., as
Administrative Agent

By: Michael M. Leyland
Name:
Title: **MICHAEL M. LEYLAND**
Vice President

YOUNG'S HOLDINGS, INC., successor in
interest to Young's Market Company

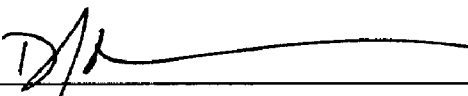
By: _____
Name:
Title:

IN WITNESS WHEREOF the parties hereto by the signature below of their duly authorized representatives agree to be bound by the provisions of this Agreement as of the date first written above.

CITICORP NORTH AMERICA, INC., as
Administrative Agent

By: _____
Name:
Title:

YOUNG'S HOLDINGS, INC., successor in
interest to Young's Market Company

By:  _____
Name:
Title: **DENNIS J. HAMANN**
Sr. VP / CFO
Assistant Secretary

SCHEDULE I

TRADEMARKS, TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

U.S. Trademarks

<u>MARK</u>	<u>REG. NO.</u>	<u>CLASS</u>	<u>REEL</u>	<u>FRAME</u>
"Scalone"	1,022,161	29	0929	0307
"Super Well"	1,196,491	42	0929	0307
"Young's"	805,679	46	0929	0307

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RECORDED: 10/20/1999

TRADEMARK
REEL: 001978 FRAME: 0587