FORM PTO-1594 08/31/92



EET

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

1 188/87 (141) SAID! (184) 1841 41							
To the Honorable Commissioner of Pa 101184	785 ned original documents or copy thereof.						
1. Name of conveying party(ies):	2. Name and address of receiving party(ics):						
CitiCorp North America, Inc.	Name: Young's Market Company						
	Internal Address:						
☐ Individual(s) ☐ Association	The state of the s						
☐ General Partnership X Corporation-State of Delaware	Street Address: 500 South Central Ave						
Other	City: Los Angeles State: CA ZIP: 90013						
Additional name(s) of conveying party(ies) attached?	☐ Individual(s) citizenship						
□ Yes X No	☐ Association General Partnership						
3. Nature of conveyance:	☐ Limited Partnership						
•	Other:						
☐ Assignment ☐ Merger ☐ Security Agreement ☐ Change of Name	If assignce is not domiciled in the United States, a domestic						
X Other Release of Security Agreement dated October 15, 1992 Execution Date: August 3, 1999	representative designation is attached: Yes X No (Designations must be a separate document from Assignment)						
Execution Date. August 5, 1999	Additional name(s) & address(es) attached? Yes X No						
4. Application number(s) or registration number(s):							
A. Trademark Application No.(s)	B. Trademark Registration No.(s)						
	SCALONE 1,022,161 SUPER WELL 1,196,491 YOUNG'S 805,679						
Additional numbers attached? — Yes X No							
5. Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and registrations involved:						
Name: Joan L. Long	7. Total fee (37 CFR 3.41) \$ 90.00						
Internal Address: Mayer, Brown & Platt	☐ Enclosed						
	X Authorized to be charged to deposit account						
G A.V D.O. D 2020	8. Deposit account number:						
Street Address: P.O. Box 2828	•						
	13-0019						
City: <u>Chicago</u> State: <u>IL</u> ZIP: <u>60690-2828</u>	(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	nd correct and any attached copy is a true copy of the original document.						
To me vest of my knowledge and veder, the foregoing information is true as	in an interest of the arms of the original accument.						
Joan L. Long	October 19, 1999						
Name of Person Signing Signature	Date						
	Total number of pages comprising cover sheet:						
Do not detach	this portion						
Mail documents to be recorded with required cover sheet information to:							
/77 /1000 NTIM71	totopte and Tradamarks						
FC:481 40.00 QP Box Assignments	S .						
FC:482 50.00 0P Washington, D.C. 20231							
Public burden reporting for this sample sheet is estimated to average about the document and gathering the data needed, and completing and reviewing	30 minutes per document to be recorded, including time for 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 and Budget, Paperwork Reduction Project (0651-0011), Washington D.C. 20503.

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.

NYDOCS01/627220 4

1

TRADEMARK
' REEL: 001978 FRAME: 0584

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

Name:

Name: Title:

MICHAEL M. LEYLAND Vice President

CANAGO HALDINGO DIG

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

By:	······································	 	 	
NI ama a .				

Name: Title:

NYDOCS01/627220 3

TRADEMARK REEL: 001978 FRAME: 0585

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

Bv:

Name

DENNIS J. HAMANN

Sr. VP / CFO

Assistant Secretary

SCHEDULE I

TRADEMARKS, TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

U.S. Trademarks

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

NYDOCS01/627220 4

RECORDED: 10/20/1999

TRADEMARK REEL: 001978 FRAME: 0587