

02-13-2004

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)



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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies): 2-3-04 The Great Atlantic & Pacific Tea Company, Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State [] Other Additional name(s) of conveying party(ies) attached? [] Yes [x] No

2. Name and address of receiving party(ies) Name: JPMorgan Chase Bank, Internal Address: as Collateral Agent Street Address: P.O. Box 2558 City: Houston State: TX Zip: 77252-2558 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [x] Corporation-State a New York banking corporation [] Other 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 [x] No

3. Nature of conveyance: [] Assignment [] Merger [x] Security Agreement [] Change of Name [] Other Execution Date: 12/04/2003

4. Application number(s) or registration number(s): A. Trademark Application No.(s) SEE ATTACHED EXHIBIT A B. Trademark Registration No.(s) SEE ATTACHED EXHIBIT A Additional number(s) attached [x] Yes [] No

6. Total number of applications and registrations involved: 46

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Tonya Chapple Internal Address: clo asc Street Address: 80 State St. City: Albany State: NY Zip: 12207

7. Total fee (37 CFR 3.41) \$ 1165.00 [x] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number: TRADEMARK RECEIVED 2004 FEB -3 P 3:17 U.S. PATENT & TRADEMARK OFFICE

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9. Signature. Maureen P. Murphy Name of Person Signing Maureen P. Murphy Signature January 28, 2004 Date

Total number of pages including cover sheet, attachments, and document: 133



02/12/2004 MGETACHE 00000047 73454363 01 FC:8521 40.00 OP 02 FC:8522 1125.00 OP




Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231





TRADEMARK REEL: 002908 FRAME: 0732

EXHIBIT A

Trademarks

MARK	REGISTERED OWNER/APPLICANT	Appl. No. (Reg. No.)	Exp. Date
A&P (Design and color) 	The Great Atlantic & Pacific Tea Company, Inc.	73/454,363 (1,304,288)	11/6/04
A&P (Stylized)	The Great Atlantic & Pacific Tea Company, Inc.	75/064,054 (2,024,122)	12/17/06
A&P (Block Letters)	The Great Atlantic & Pacific Tea Company, Inc.	76/390,443 (2,713,141)	5/06/13
AMERICA'S CHOICE	The Great Atlantic & Pacific Tea Company, Inc.	74/234,200 (2,019,444)	11/26/06
AMERICA'S CHOICE	The Great Atlantic & Pacific Tea Company, Inc.	74/801,783 (1,861,428)	11/01/04
AMERICA'S CHOICE	The Great Atlantic & Pacific Tea Company, Inc.	74/801,784 (1,860,494)	10/25/04
AMERICA'S CHOICE	The Great Atlantic & Pacific Tea Company, Inc.	74/332,876 (2,425,385)	1/30/11
AMERICA'S CHOICE	The Great Atlantic & Pacific Tea Company, Inc.	73/514,986 (1,384,513)	
AMERICA'S CHOICE	The Great Atlantic & Pacific Tea Company, Inc.	78/218,486 ()	
ANN PAGE	The Great Atlantic & Pacific Tea Company, Inc.	71/528,741 (507,581)	3/15/09
ATHENA	The Great Atlantic & Pacific Tea Company, Inc.	78/238,300 ()	
	The Great Atlantic & Pacific Tea Company, Inc.	76/465,806 ()	
BASICS	The Great Atlantic & Pacific Tea Company, Inc.	78/311,001	

MARK	REGISTERED OWNER/APPLICANT	Appl. No. (Reg. No.)	Exp. Date
	Inc.	()	
BASICS FOR LESS	The Great Atlantic & Pacific Tea Company, Inc.	76/419,247 ()	
BALDERSON'S	The Great Atlantic & Pacific Tea Company, Inc.	72/159,580 (765,268)	2/18/04
	The Great Atlantic & Pacific Tea Company, Inc.	73/276,185 (1,279,449)	5/29/04
BRILLIANT BUBBLES	The Great Atlantic & Pacific Tea Company, Inc.	78/202,468 ()	
CONCORDE	The Great Atlantic & Pacific Tea Company, Inc.	78/238,266 ()	
DOLLAR BARN	The Great Atlantic & Pacific Tea Company, Inc.	78/303,661 ()	
EASY BRIGHT NIGHT	The Great Atlantic & Pacific Tea Company, Inc.	78/324,523 ()	
EXPRESS YOURSELF	The Great Atlantic & Pacific Tea Company, Inc.	76/406,160 (2,680,997)	1/28/13
FARMER JACK	The Great Atlantic & Pacific Tea Company, Inc.	73/664,142 (1,479,128)	3/01/08
(Stylized) 	The Great Atlantic & Pacific Tea Company, Inc.	76/386,568 (2,723,648)	6/10/13
FEEL LIKE A TRUE GORMET!	The Great Atlantic & Pacific Tea Company, Inc.	78/266,173 ()	
FOOD BASICS	The Great Atlantic & Pacific Tea Company, Inc.	76/386,404 (2,726,744)	6/17/13
(Design and color) 	The Great Atlantic & Pacific Tea Company, Inc.	76/386,781 (2,766,316)	9/23/13
FOR GOODNESS SHAKE	The Great Atlantic & Pacific Tea Company, Inc.	78/235,016 ()	
FRESH REWARDS	The Great Atlantic & Pacific Tea Company, Inc.	78/303,800 ()	
FUTURE STORE	The Great Atlantic & Pacific Tea Company, Inc.	73/517,861 (1,355,968)	8/20/05

MARK	REGISTERED OWNER/APPLICANT	Appl. No. (Reg. No.)	Exp. Date
	Inc.		
(Stylized) health pride	The Great Atlantic & Pacific Tea Company, Inc.	73/277,359 (1,232,381)	03/29/13
HEALTHY REWARDS	The Great Atlantic & Pacific Tea Company, Inc.	78/236,046 ()	
I LOVE THIS STORE!	The Great Atlantic & Pacific Tea Company, Inc.	76/424,332 ()	
MASTER CHOICE	The Great Atlantic & Pacific Tea Company, Inc.	78/218,673 ()	
(Stylized) 	The Great Atlantic & Pacific Tea Company, Inc.	75/070,346 (2,073,501)	6/24/07
(Stylized) 	The Great Atlantic & Pacific Tea Company, Inc.	73/696,142 (1,519,019)	1/3/09
(Miscellaneous Design) 	The Great Atlantic & Pacific Tea Company, Inc.	73/276,030 (1,182,561)	12/15/11
O2	The Great Atlantic & Pacific Tea Company, Inc.	78/247,608	
(Design & Color) 	The Great Atlantic & Pacific Tea Company, Inc.	72/271,146 (855,682)	8/27/08
(Design)	The Great Atlantic & Pacific Tea Company, Inc.	73/530,164 (1,366,041)	10/15/05

MARK	REGISTERED OWNER/APPLICANT	Appl. No. (Reg. No.)	Exp. Date
R			
RED ALARM	The Great Atlantic & Pacific Tea Company, Inc.	78/220,193 ()	
SAV-A-CENTER	The Great Atlantic & Pacific Tea Company, Inc.	73/583,389 (1,412,706)	10/07/06
SUPER FRESH	The Great Atlantic & Pacific Tea Company, Inc.	73/732,662 (2,085,126)	8/05/07
SUPERMARKET OF CHOICE	The Great Atlantic & Pacific Tea Company, Inc.	75/611,542 (2,527,933)	1/08/12
(Stylized) <i>The Food Emporium</i>	The Great Atlantic & Pacific Tea Company, Inc.	76/346,252 (2,685,875)	2/11/13
THE FOOD EMPORIUM	The Great Atlantic & Pacific Tea Company, Inc.	76/360,323 (2,741,163)	7/29/13
THE VERY BEST... JUST FOR YOU!	The Great Atlantic & Pacific Tea Company, Inc.	76/439,689 (2,761,287)	9/09/13

EXECUTION COPY

AMENDED AND RESTATED U.S. SECURITY AGREEMENT, dated as of February 23, 2001 and amended and restated as of December 4, 2003, among THE GREAT ATLANTIC & PACIFIC TEA COMPANY, INC. (the "*Company*"), a Maryland corporation, each subsidiary of the Company listed on Schedule I hereto (each such subsidiary individually a "*Guarantor*" and collectively, together with the Company, the "*Guarantors*"; the Guarantors are also referred to collectively herein as the "*Grantors*") and JPMORGAN CHASE BANK, a New York banking corporation ("*JPMorgan*"), as collateral agent (in such capacity, the "*Collateral Agent*") for the Secured Parties (as defined herein).

Reference is made to (a) the Amended and Restated Credit Agreement, dated as of February 23, 2001 and amended and restated as of December 4, 2003 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Company, The Great Atlantic & Pacific Company of Canada, Limited, a Canadian corporation, the other Borrowers party thereto, the lenders from time to time party thereto (the "*Lenders*"), JPMorgan, as U.S. Administrative Agent and U.S. Collateral Agent, and JPMorgan Chase Bank, Toronto Branch, as Canadian Administrative Agent and Canadian Collateral Agent and (b) the Amended and Restated U.S. Guarantee Agreement, dated as of February 23, 2001 and amended and restated as of December 4, 2003, (as amended, supplemented or otherwise modified from time to time, the "*U.S. Guarantee Agreement*"), among the U.S. Loan Parties and the Collateral Agent.

The Lenders have agreed to make Loans to the Borrowers, and the Issuing Banks have agreed to issue Letters of Credit for the account of the Borrowers, pursuant to, and upon the terms and subject to the conditions specified in, the Credit Agreement. Each of the Guarantors has agreed to guarantee, among other things, all the obligations of the Borrowers under the Credit Agreement. The obligations of the Lenders to make Loans and of the Issuing Banks to issue Letters of Credit are conditioned upon, among other things, the execution and delivery by the Grantors of an agreement in the form hereof to secure (a) the due and punctual payment by the Borrowers of (i) the principal of and premium, if any, and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, (ii) each payment required to be made by any Borrower under the Credit Agreement in respect of any Letter of Credit, when and as due, including payments in respect of reimbursement of disbursements, interest thereon and obligations to provide cash collateral, (iii) obligations, including the repayment of all overdraft amounts plus interest, if any, customarily applied on overdrafts, if any, owed to JPMorgan or any Lender or any Affiliate thereof arising from treasury, depository and cash management services, including but not limited to, any automated clearinghouse transfer of funds and (iv) all other monetary obligations, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of the Borrowers to the Secured Parties under the Credit Agreement and the other Loan Documents, (b) the due and punctual performance of all covenants, agreements, obligations and liabilities of the Borrowers under or pursuant to the Credit Agreement and the other Loan Documents, (c) the due and punctual payment and performance of all the covenants, agreements, obligations and liabilities of each Loan Party under or pursuant to this Agreement and the other Loan Documents and (d) the due and punctual payment and performance of all obligations of the Borrowers under each Hedging Agreement entered into with any counterpart that was a Lender or an Affiliate of a Lender at the time such Hedging Agreement was entered into (all the monetary and other obligations described in the preceding clauses (a) through (d) being collectively called the "*Obligations*").

Accordingly, the Grantors and the Collateral Agent, on behalf of itself and each Secured Party (and each of their respective successors or assigns), hereby agree as follows:

ARTICLE I

Definitions

SECTION 1.01. *Definition of Terms Used Herein.* Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement and all references to the Uniform Commercial Code shall mean the Uniform Commercial Code in effect in the State of New York as of the date hereof (including any amendment, supplement or modification thereto as in effect as of the date hereof).

SECTION 1.02. *Definition of Certain Terms Used Herein.* As used herein, the following terms shall have the following meanings:

"Account Debtor" shall mean any person who is or who may become obligated to any Grantor under, with respect to or on account of an Account.

"Accounts" shall mean each "account", as such term is defined in the UCC, and shall include without limitation any and all right, title and interest of any Grantor to payment for goods and services sold or leased, including any such right evidenced by Chattel Paper, whether due or to become due, whether or not it has been earned by performance, and whether now or hereafter acquired or arising in the future, including accounts receivable from Affiliates of the Grantors.

"Accounts Receivable" shall mean all Accounts, including, without limitation, all Health-Care Insurance Receivables and all right, title and interest in any returned goods, together with all rights, titles, and Supporting Obligations with respect thereto, including any rights to stoppage in transit, replevin, reclamation and resales, and all related Supporting Obligations, whether voluntary or involuntary, in each case whether now existing or owned or hereafter arising or acquired.

"Cash Concentration Account" shall mean the cash concentration account in the name of the Collateral Agent for the benefit of the Secured Parties established pursuant to the Cash Concentration Letter Agreement with the Cash Concentration Bank located at 270 Park Avenue, New York, NY 10017, to which the Company will cause to be transferred, on each Business Day, collected amounts deposited in the Collection Deposit Accounts on such Business Day other than those amounts contemplated in Section 5.01(b) hereof.

"Cash Concentration Bank" shall mean JPMorgan Chase Bank.

"Cash Concentration Letter Agreement" shall mean the agreement among the Cash Concentration Bank, the Company and the Collateral Agent, in substantially the form of Annex I-A hereto, pursuant to which the Company shall maintain the Cash Concentration Account, as such Cash Concentration Letter Agreement may be amended, modified or supplemented from time to time in accordance with the terms thereof.

"Cash Equivalents" means any of the following:

- (1) United States dollars and Canadian Dollars;

(2) securities issued or directly and fully guaranteed or insured by the United States or Canadian government or any agency or instrumentality of the United States or the Canadian government (provided that the full faith and credit of the United States or Canada is pledged in support of those securities) having maturities of not more than one year from the date of acquisition;

(3) obligations issued or fully guaranteed by any state of the United States of America or province of Canada or any political subdivision of any such state or province or any instrumentality thereof maturing within one year from the date of acquisition and having a rating of either "A" or better from Standard & Poor's, A2 or better from Moody's or "A" or better from Dominion Bond Rating Service Limited ("DBRS");

(4) certificates of deposit and eurodollar time deposits with maturities of one year or less from the date of acquisition, banker's acceptances with maturities not exceeding one year and overnight bank deposits, in each case, with any Lender or with any United States or Canadian commercial bank having capital and surplus in excess of U.S.\$300.0 million equivalent;

(5) repurchase obligations with a term of not more than seven days for underlying securities of the types described in clauses (2), (3), and (4) above entered into with any financial institution meeting the qualifications specified in clause (4) above;

(6) commercial paper rated at least "P-2" by Moody's, at least "A-2" by Standard and Poor's or at least "R-1 (low)" from DBRS and in each case maturing within one year after the date of acquisition; and

(7) money market funds at least 95% of the assets of which constitute Cash Equivalents if the kinds described in clauses (1) through (6) of this definition.

"*Chattel Paper*" shall have the meaning assigned to such term in the UCC.

"*Collateral*" shall mean all (a) all Accounts Receivable; (b) all *Chattel Paper*; (c) all cash, Cash Equivalents and Deposit Accounts; (d) all Documents; (e) all Equipment; (f) all General Intangibles; (g) all Instruments; (h) all Inventory; (i) all Investment Property; (j) all Letter-of-Credit Rights; (k) all books and records pertaining to the Collateral; (l) to the extent not otherwise included in the foregoing clauses (a) through (k), all other personal property (including, without limitation, any tax refunds) of a Grantor; and (m) to the extent not otherwise included in the foregoing clauses (a) through (l), all income payments and Proceeds and products of any and all of the foregoing and all Supporting Obligations given by any Person with respect to any or all of the foregoing; provided, however, that Collateral shall not include (i) any license, contract, agreement or other instrument to which any Grantor is a party to the extent such Grantor is prohibited from granting a Lien in its rights thereunder pursuant to the terms of such license, contract, agreement or other instrument or under applicable law, (ii) Motor Vehicles, (iii) "*Collateral*" as defined in the U.S. Pledge Agreement and (iv) any property or asset now or hereafter owned by any Grantor which is subject to a Lien permitted to be incurred pursuant to subsections (c), (d) and (e) of Section 6.02 of the Credit Agreement to the extent that the document evidencing such Lien and/or underlying obligation prohibits the grant of a security interest in or Lien on such property or asset for the benefit of the U.S. Collateral Agent (for the ratable benefit of the Secured Parties).

"*Collection Deposit Account*" shall mean one of the respective collection Deposit Accounts maintained by the Company and the other Grantors pursuant to the Collection Deposit Letter Agreements (and prior to the execution of the Collection Deposit Letter Agreements, any other collection Deposit Accounts maintained by the Company and the other Grantors) into which the Company and the other Grantors will deposit all Daily Receipts.

"Collection Deposit Letter Agreement" shall mean an agreement among the Company or another Grantor, any Lender or other bank and the Collateral Agent, in substantially the form of Annex I-B hereto or such other form reasonably satisfactory to the Collateral Agent, pursuant to which the Company and the other Grantors shall maintain a Collection Deposit Account, as such Collection Deposit Letter Agreement may be amended, modified or supplemented from time to time in accordance with the terms thereof.

"Copyright License" shall mean any written agreement, now or hereafter in effect, granting any right to any third party under any Copyright now or hereafter owned by any Grantor or which such Grantor otherwise has the right to license, or granting any right to such Grantor under any Copyright now or hereafter owned by any third party, and all rights of such Grantor under any such agreement.

"Copyrights" shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all copyright rights in any work subject to the copyright laws of the United States or Canada, whether as author, assignee, transferee or otherwise, and (b) all registrations and applications for registration of any such copyright in the United States or Canada, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office, including those listed on Schedule II.

"Credit Agreement" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

"Daily Receipts" shall mean all amounts received by the Company and the other Grantors, whether in the form of cash, checks, any moneys received or receivable in respect of charges made by means of credit cards, and other negotiable instruments, in each case as a result of the sale of Inventory.

"Deposit Accounts" shall mean each "deposit account," as such term is defined in the UCC, and shall include without limitation the Cash Concentration Account and the Collection Deposit Accounts.

"Documents" shall mean each "document", as such term is defined in the UCC, and shall include, without limitation, all instruments, files, records, ledger sheets and documents covering or relating to any of the Collateral.

"Equipment" shall have the meaning assigned to such term in the UCC.

"General Intangibles" shall mean each "general intangible," as such term is defined in the UCC and shall include without limitation all choses in action and causes of action and all other assignable intangible personal property of any Grantor of every kind and nature (other than Accounts Receivable) to the extent relating to any of the Collateral now owned or hereafter acquired by any Grantor, including all rights and interests in partnerships, limited partnerships, limited liability companies and other unincorporated entities (excluding such entities, however, to the extent the same are not wholly owned by the Company), corporate or other business records, indemnification claims, contract rights (including rights under leases, whether entered into as lessor or lessee, Hedging Agreements and other agreements), Intellectual Property, goodwill, registrations, franchises, tax refund claims and any Supporting Obligation held by or granted to any Grantor to secure payment by an Account Debtor of any of the Accounts Receivable.

"Health-Care Insurance Receivable" shall have the meaning assigned to such term in the UCC.

"Instrument" shall mean each "Instrument" as such term is defined in Article 9 of the UCC.

"Intellectual Property" shall mean all intellectual and similar property of any Grantor of every kind and nature now owned or hereafter acquired by any Grantor, including inventions, designs, Patents, Copyrights, Licenses, Trademarks, trade secrets, confidential or proprietary technical and business information, know-how, show-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

"Inventory" shall have the meaning assigned to such term in the UCC and shall include without limitation all goods of any Grantor, whether now owned or hereafter acquired, held for sale or lease, or furnished or to be furnished by any Grantor under contracts of service, or consumed in any Grantor's business, including raw materials, intermediates, work in process, packaging materials, finished goods, semi-finished inventory, scrap inventory, manufacturing supplies and spare parts, and all such goods that have been returned to or repossessed by or on behalf of any Grantor.

"Investment Property" shall have the meaning assigned to such term in the UCC.

"Letter-of-Credit Right" shall have the meaning assigned to such term in the UCC.

"License" shall mean any Patent License, Trademark License, Copyright License or other license or sublicense to which any Grantor is a party, including those listed on Schedule III.

"Motor Vehicles" shall mean motor vehicles and other motorized items of Equipment covered by certificate of title or ownership.

"Obligations" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

"Patent License" shall mean any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a Patent, now or hereafter owned by any Grantor or which any Grantor otherwise has the right to license, is in existence, or granting to any Grantor any right to make, use or sell any invention on which a Patent, now or hereafter owned by any third party, is in existence, and all rights of any Grantor under any such agreement.

"Patents" shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all letters patent of the United States or Canada, all registrations and recordings thereof, and all applications for letters patent of the United States or Canada, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in Canada, including those listed on Schedule IV, and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

"Perfection Certificate" shall mean a certificate substantially in the form of Annex 2, completed and supplemented with the schedules and attachments contemplated thereby, and duly executed by a Financial Officer and the chief legal officer of the Company.

"Proceeds" shall have the meaning assigned to such term in the UCC and shall include without limitation any consideration received from the sale, exchange, license, lease or other disposition of any asset or property that constitutes Collateral, any value received as a consequence of the possession of any Collateral and any payment received from any insurer or other person or entity as a result of the destruction, loss, theft, damage or other involuntary conversion of whatever nature of any asset or

property which constitutes Collateral, and shall include (a) all cash and negotiable instruments received by or held on behalf of the Collateral Agent pursuant to the provisions of Section 5.01 of this Agreement or otherwise, (b) any claim of any Grantor against any third party for (and the right to sue and recover for and the rights to damages or profits due or accrued arising out of or in connection with) (i) past, present or future infringement of any Patent now or hereafter owned by any Grantor, or licensed under a Patent License, (ii) past, present or future infringement or dilution of any Trademark now or hereafter owned by any Grantor or licensed under a Trademark License or injury to the goodwill associated with or symbolized by any Trademark now or hereafter owned by any Grantor, (iii) past, present or future breach of any License and (iv) past, present or future infringement of any Copyright now or hereafter owned by any Grantor or licensed under a Copyright License and (c) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

“*Secured Parties*” shall mean (a) the U.S. Lenders, (b) the U.S. Administrative Agent, (c) the U.S. Collateral Agent, (d) the U.S. Issuing Bank, (e) each counterparty to a Hedging Agreement entered into with any Borrower if such counterparty was a Lender or an Affiliate of a Lender at the time the Agreement was entered into, (f) the beneficiaries of each indemnification obligation undertaken by any Grantor under any Loan Document, (g) for purposes of the U.S. Guarantee Agreement only, JPMorgan, each Lender and any Affiliate thereof in respect of obligations owed to JPMorgan, such Lender or any Affiliate thereof arising from treasury, depository and cash management services, including but not limited to in connection with any automated clearinghouse transfer of funds and (h) the successors and assigns of each of the foregoing.

“*Security Interest*” shall have the meaning assigned to such term in Section 2.01.

“*Supporting Obligation*” shall have the meaning assigned to such term in the UCC.

“*Trademark License*” shall mean any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by any Grantor or which any Grantor otherwise has the right to license, or granting to any Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement.

“*Trademarks*” shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, any State of the United States or any similar offices in Canada or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule V, (b) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

“*UCC*” or “*Uniform Commercial Code*” shall mean the Uniform Commercial Code as in effect in the applicable jurisdiction.

SECTION 1.03. *Rules of Interpretation.* The rules of interpretation specified in Section 1.03 of the Credit Agreement shall be applicable to this Agreement.

ARTICLE II

Security Interest

SECTION 2.01. *Security Interest.* As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby assigns, sets over, pledges, hypothecates and transfers to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in, all of such Grantor's right, title and interest in, to and under the Collateral (the "*Security Interest*"). Without limiting the foregoing, the Collateral Agent is hereby authorized to file one or more financing statements, continuation statements, filings with the United States Patent and Trademark Office or United States Copyright Office (or any successor office or any similar office in Canada) or other documents as it determines reasonably necessary for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest granted by each Grantor, without the signature of any Grantor, and naming any Grantor or the Grantors as debtors and the Collateral Agent as secured party.

SECTION 2.02. *No Assumption of Liability.* The Security Interest is granted as security only and shall not subject the Collateral Agent or any other Secured Party to, or in any way alter or modify, any obligation or liability of any Grantor with respect to or arising out of the Collateral.

ARTICLE III

Representations and Warranties

The Grantors jointly and severally represent and warrant to the Collateral Agent and the Secured Parties that:

SECTION 3.01. *Title and Authority.* Each Grantor has good and valid rights in and title to the Collateral with respect to which it has purported to grant a Security Interest hereunder and has full power and authority to grant to the Collateral Agent the Security Interest in such Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other person other than any consent or approval which has been obtained except where the failure to obtain such consent or approval, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

SECTION 3.02. *Filings.* (a) The Perfection Certificate has been duly prepared, completed and executed and the information set forth therein is correct and complete in all material respects. Fully executed Uniform Commercial Code financing statements or other appropriate filings, recordings or registrations containing a description of the Collateral have been delivered to the Collateral Agent for filing in each governmental, municipal or other office specified in Schedule 6 to the Perfection Certificate, which are all the filings, recordings and registrations (other than filings required to be made in the United States Patent and Trademark Office and the United States Copyright Office in order to perfect the Security Interest in Collateral consisting of United States Patents, Trademarks and Copyrights) that are necessary to publish notice of and protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the ratable benefit of the Secured Parties) in respect of all Collateral in which the Security Interest maybe perfected by filing, recording or registration under the Uniform Commercial Code in the United States (or any political subdivision thereof) and its territories and possessions, and no further or subsequent filing, refiling, recording, rerecording, registration or reregistration is necessary in any such jurisdiction, except as provided under applicable law with respect to the filing of continuation statements.

(b) Each Grantor shall promptly file fully executed security agreements in the form hereof and containing a description of all Collateral consisting of Intellectual Property with the United States Patent and Trademark Office and the United States Copyright Office pursuant to 35 U.S.C. § 261, 15 U.S.C. § 1060 or 17 U.S.C. § 205 and the regulations thereunder, as applicable, and otherwise as may be reasonably required pursuant to the laws of any other reasonably necessary jurisdiction, to protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the ratable benefit of the Secured Parties) in respect of all Collateral consisting of Patents, Trademarks and Copyrights in which a security interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, or in any other reasonably necessary jurisdiction, and no further or subsequent filing, refile, recording, rerecording, registration or reregistration is necessary (other than such actions as are necessary to perfect the Security Interest with respect to any Collateral consisting of Patents, Trademarks and Copyrights (or registration or application for registration thereof) acquired or developed after the date hereof). Each Grantor shall promptly forward file-stamped acknowledgement receipts of the filings made pursuant to this Section 3.02(b) to the U.S. Collateral Agent.

SECTION 3.03. *Validity of Security Interest.* The Security Interest constitutes (a) a legal and valid security interest in all the Collateral securing the payment and performance of the Obligations, (b) subject to the filings described in Section 3.02 above, a perfected security interest in all Collateral in which a security interest may be perfected by filing, recording or registering a financing statement in the United States (or any political subdivision thereof) and its territories and possessions pursuant to the Uniform Commercial Code in such jurisdictions and (c) a security interest that shall be perfected in all Collateral in which a security interest may be perfected upon the receipt and recording of this Agreement with the United States Patent and Trademark Office and the United States Copyright Office, as applicable, within the three month period (commencing as of the date hereof) pursuant to 35 U.S.C. § 261 or 15 U.S.C. § 1060 or the one month period (commencing as of the date hereof) pursuant to 17 U.S.C. § 205 and otherwise as may be required pursuant to the laws of any other necessary jurisdiction. The Security Interest is and shall be prior to any other Lien on any of the Collateral, other than Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement.

SECTION 3.04. *Absence of Other Liens.* The Collateral is owned by the Grantors free and clear of any Lien, except for Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement. The Grantor has not filed or consented to the filing of (a) any financing statement or analogous document under the Uniform Commercial Code or any other applicable laws covering any Collateral, (b) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with the United States Patent and Trademark Office or the United States Copyright Office or (c) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with any foreign governmental, municipal or other office, which financing statement or analogous document, assignment, security agreement or similar instrument is still in effect, except, in each case, for Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement.

SECTION 3.05. *Investments.* The Grantors have no loans to employees, joint ventures with third parties, commodity accounts, debt or equity securities of third parties and other "investment property" (as defined in the UCC) that, in the aggregate, exceed an aggregate book value of U.S.\$5,000,000 (other than investments relating to Canadian franchisees and "Collateral" (as defined in the U.S. Pledge Agreement)).

ARTICLE IV

Covenants

SECTION 4.01. *Change of Name; Location of Collateral; Records; Place of Business.* (a) Each Grantor agrees promptly to notify the Collateral Agent in writing of any change (i) in its corporate name used to identify it in the conduct of its business or in the ownership of its properties, (ii) in the location of its chief executive office, its principal place of business, any office in which it maintains books or records relating to Collateral owned by it or any office or facility at which Collateral owned by it is located (including the establishment of any such new office or facility), (iii) in its "location" under Article 9 of the Uniform Commercial Code in effect in the applicable jurisdiction of organization, its identity, corporate structure or status as a "registered organization" under the UCC or (iv) in its Federal Taxpayer Identification Number. Each Grantor agrees not to effect or permit any change referred to in the preceding sentence unless all filings have been made under the Uniform Commercial Code or otherwise that are required in order for the Collateral Agent to continue at all times following such change to have a valid, legal and perfected first priority security interest in all the Collateral other than Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement. Each Grantor agrees promptly to notify the Collateral Agent if any material portion of the Collateral owned or held by such Grantor is damaged or destroyed.

(b) Each Grantor agrees to maintain, at its own cost and expense, such complete and accurate records with respect to the Collateral owned by it as is consistent with its current practices and in accordance with such prudent and standard practices used in industries that are the same as or similar to those in which such Grantor is engaged, but in any event to include complete accounting records indicating all payments and proceeds received with respect to any part of the Collateral, and, at such time or times as the Collateral Agent may reasonably request, promptly to prepare and deliver to the Collateral Agent a duly certified schedule or schedules in form and detail reasonably satisfactory to the Collateral Agent showing the identity, amount and location of any and all Collateral.

SECTION 4.02. *Periodic Certification.* Each year, at the time of delivery of annual financial statements with respect to the preceding fiscal year pursuant to Section 5.01 of the Credit Agreement, the Company shall deliver to the Collateral Agent a certificate executed by a Financial Officer and the chief legal officer of the Company (a) setting forth the information required pursuant to Section 2 of the Perfection Certificate or confirming that there has been no change in such information since the date of such certificate or the date of the most recent certificate delivered pursuant to this Section 4.02 and (b) certifying that all Uniform Commercial Code financing statements or other appropriate filings, recordings or registrations, including all refilings, rerecordings and reregistrations, containing a description of the Collateral have been filed of record in each governmental, municipal or other appropriate office in each jurisdiction identified pursuant to clause (a) above to the extent necessary to protect and perfect the Security Interest for a period of not less than 18 months after the date of such certificate (except as noted therein with respect to any continuation statements to be filed within such period). Each certificate delivered pursuant to this Section 4.02 shall identify in the format of Schedule II, III, IV or V, as applicable, all Intellectual Property of any Grantor in existence on the date thereof and not then listed on such Schedules or previously so identified to the Collateral Agent.

SECTION 4.03. *Protection of Security.* Each Grantor shall, at its own cost and expense, take any and all actions necessary to defend title to the Collateral against all persons and to defend the Security Interest of the Collateral Agent in the Collateral and the priority thereof against any Lien not expressly permitted pursuant to Section 6.02 of the Credit Agreement.

SECTION 4.04. *Further Assurances; Instruments; After-Acquired Intellectual Property; Commercial Tort Claims.* (a) Each Grantor agrees, at its own expense, to execute, acknowledge, deliver

and cause to be duly filed all such further instruments and documents and take all such actions as the Collateral Agent may from time to time reasonably request to assure, preserve, protect and perfect the Security Interest and the rights and remedies created hereby, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the Security Interest and the filing of any financing statements or other documents in connection herewith or therewith.

(b) If any amount payable by parties other than the Loan Parties under or in connection with any of the Collateral shall be or become evidenced by any promissory note or other instrument, other than any notes receivable from the Canadian franchisees constituting Investments permitted by Section 6.04 of the Agreement, in a principal amount in excess of U.S.\$5,000,000, such note or instrument shall be immediately pledged and delivered to the Collateral Agent, duly endorsed in a manner satisfactory to the Collateral Agent.

(c) Without limiting the generality of the foregoing, each Grantor hereby authorizes the Collateral Agent, with prompt notice thereof to the Grantors, to supplement this Agreement by supplementing Schedule II, III, IV or V or adding additional schedules hereto to specifically identify any asset or item that may constitute Copyrights, Licenses, Patents or Trademarks; *provided, however*, that any Grantor shall have the right, exercisable within 10 days after it has been notified by the Collateral Agent of the specific identification of such Collateral, to advise the Collateral Agent in writing of any inaccuracy of the representations and warranties made by such Grantor hereunder with respect to such Collateral. Each Grantor agrees that it will use commercially reasonable efforts to take such action as shall be necessary in order that all representations and warranties hereunder shall be true and correct with respect to such Collateral within 30 days after the date it has been notified by the Collateral Agent of the specific identification of such Collateral.

(d) If any Grantor shall at any time hold or acquire a Commercial Tort Claim in an amount in excess of U.S. \$5,000,000 such Grantor shall promptly notify the Collateral Agent in writing of the brief details thereof and grant to the Collateral Agent in such writing a security interest therein and in the Proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance reasonably satisfactory to the Collateral Agent. No Grantor shall be deemed to hold or to have acquired any Commercial Tort Claim unless and until such Grantor shall have filed such claim in a court having jurisdiction over such claim.

SECTION 4.05. *Inspection and Verification.* The Collateral Agent and such persons as the Collateral Agent may reasonably designate shall have the right, at the Grantors' own cost and expense, to inspect the Collateral, all records related thereto (and to make extracts and copies from such records) and the premises upon which any of the Collateral is located, to discuss the Grantors' affairs with the officers of the Grantors and their independent accountants and to verify under reasonable procedures, in accordance with Section 5.09 of the Credit Agreement, the validity, amount, quality, quantity, value, condition and status of, or any other matter relating to, the Collateral, including, but only upon the occurrence and during the continuance of a Default, in the case of Accounts or Collateral in the possession of any third person, by contacting Account Debtors or the third person possessing such Collateral for the purpose of making such a verification. The Collateral Agent shall have the absolute right to share any information it gains from such inspection or verification with any Secured Party (it being understood that any such information shall be deemed to be "Information" subject to the provisions of Section 9.12 of the Credit Agreement).

SECTION 4.06. *Taxes; Encumbrances.* At its option, the Collateral Agent may discharge past due taxes, assessments, charges, fees, Liens, security interests or other encumbrances at any time levied or placed on the Collateral and not permitted pursuant to Section 6.02 of the Credit Agreement, and may pay for the maintenance and preservation of the Collateral to the extent any Grantor fails to do so as required by the Credit Agreement or this Agreement, and each Grantor jointly and severally agrees to

reimburse the Collateral Agent on demand for any payment made or any expense reasonably incurred by the Collateral Agent pursuant to the foregoing authorization; *provided, however*, that nothing in this Section 4.06 shall be interpreted as excusing any Grantor from the performance of, or imposing any obligation on the Collateral Agent or any Secured Party to cure or perform, any covenants or other promises of any Grantor with respect to taxes, assessments, charges, fees, liens, security interests or other encumbrances and maintenance as set forth herein or in the other Loan Documents.

SECTION 4.07. *Assignment of Security Interest.* Upon the occurrence and during the continuance of an Event of Default, if at any time any Grantor shall take a security interest in any property of an Account Debtor or any other person to secure payment and performance of an Account, such Grantor shall promptly assign such security interest to the Collateral Agent. Such assignment need not be filed of public record unless necessary to continue the perfected status of the security interest against creditors of and transferees from the Account Debtor or other person granting the security interest.

SECTION 4.08. *Continuing Obligations of the Grantors.* Each Grantor shall remain liable to observe and perform all the conditions and obligations to be observed and performed by it under each contract, agreement or instrument relating to the Collateral, all in accordance with the terms and conditions thereof, and each Grantor jointly and severally agrees to indemnify and hold harmless the Collateral Agent and the Secured Parties from and against any and all liability for such performance; *provided* that such indemnity shall not, as to the Collateral Agent or any of the Secured Parties, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final judgment to have resulted from the gross negligence or willful misconduct of such party.

SECTION 4.09. *Use and Disposition of Collateral.* None of the Grantors shall make or permit to be made an assignment, pledge or hypothecation of the Collateral or shall grant any other Lien in respect of the Collateral, except as expressly permitted by Section 6.02 of the Credit Agreement. None of the Grantors shall make or permit to be made any transfer of the Collateral and each Grantor shall remain at all times in possession of the Collateral owned by it, except that (a) Inventory may be sold in the ordinary course of business and (b) unless and until the Collateral Agent shall notify the Grantors that an Event of Default shall have occurred and be continuing and that during the continuance thereof the Grantors shall not sell, convey, lease, assign, transfer or otherwise dispose of any Collateral (which notice may be given by telephone if promptly confirmed in writing), the Grantors may use and dispose of the Collateral in any lawful manner not inconsistent with the provisions of this Agreement, the Credit Agreement or any other Loan Document.

SECTION 4.10. *Limitation on Modification of Accounts.* None of the Grantors will, without the Collateral Agent's prior written consent, grant any extension of the time of payment of any of the Accounts Receivable, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partly, any person liable for the payment thereof or allow any credit or discount whatsoever thereon, other than extensions, credits, discounts, compromises or settlements granted or made in the ordinary course of business and consistent with its current practices and in accordance with such prudent and standard practices used in industries that are the same as or similar to those in which such Grantor is engaged.

SECTION 4.11. *Insurance.* The Grantors, at their own expense, shall maintain or cause to be maintained insurance covering physical loss or damage to the Inventory and Equipment in accordance with Section 5.07 of the Credit Agreement. Each Grantor irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as such Grantor's true and lawful agent (and attorney-in-fact) for the purpose, during the continuance of an Event of Default, of making, settling and adjusting claims in respect of Collateral under policies of insurance,

endorsing the name of such Grantor on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect thereto. In the event that any Grantor at any time or times shall fail to obtain or maintain any of the policies of insurance required hereby or to pay any premium in whole or part relating thereto, the Collateral Agent may, without waiving or releasing any obligation or liability of the Grantors hereunder or any Event of Default, in its sole discretion, obtain and maintain such policies of insurance and pay such premium and take any other actions with respect thereto as the Collateral Agent deems commercially reasonable. All sums disbursed by the Collateral Agent in connection with this Section 4.11, including reasonable attorneys' fees, court costs, expenses and other reasonable charges relating thereto, shall be payable, upon demand, by the Grantors to the Collateral Agent and shall be additional Obligations secured hereby.

SECTION 4.12. *Legend.* To the extent that the Collateral Agent may reasonably request, in order to perfect the Security Interest or to enable the Collateral Agent to exercise its rights and remedies hereunder, each Grantor shall legend, in form and manner satisfactory to the Collateral Agent, its Accounts Receivable and its books, records and documents evidencing or pertaining thereto with an appropriate reference to the fact that such Accounts Receivable have been assigned to the Collateral Agent for the benefit of the Secured Parties and that the Collateral Agent has a security interest therein.

SECTION 4.13. *Covenants Regarding Patent, Trademark and Copyright Collateral.* (a) Each Grantor agrees that it will not, and will use commercially reasonable efforts not to permit any of its licensees to, do any act, or omit to do any act, whereby any Patent which is material to the conduct of such Grantor's business may become invalidated or dedicated to the public, and agrees that it shall continue to mark any products covered by a Patent with the relevant patent number as necessary and sufficient to establish and preserve its maximum rights under applicable patent laws.

(b) Each Grantor (either itself or through its licensees or its sublicensees) will, for each Trademark material to the conduct of such Grantor's business, (i) maintain such Trademark in full force free from any claim of abandonment or invalidity for non-use other than such claims contested in good faith by such Grantor in appropriate proceedings in the proper forums, (ii) maintain the quality of products and services offered under such Trademark, (iii) display such Trademark with notice of Federal or foreign registration to the extent necessary and sufficient to establish and preserve its rights under applicable law and (iv) not knowingly use or knowingly permit the use of such Trademark in violation of any third party rights.

(c) Each Grantor (either itself or through licensees) will, for each work covered by a material Copyright, continue to publish, reproduce, display, adopt and distribute the work with appropriate copyright notice as necessary and sufficient to establish and preserve its rights under applicable copyright laws.

(d) Each Grantor shall notify the Collateral Agent promptly if it knows or has reason to know that any Patent, Trademark or Copyright material to the conduct of its business may become abandoned, lost or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, United States Copyright Office or any court or similar office of any country) regarding such Grantor's ownership of any material Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(e) In no event shall any Grantor, either itself or through any agent, employee, licensee or designee, file an application for any Patent, Trademark or Copyright (or for the registration of any Trademark or Copyright) with the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or

any political subdivision thereof, unless it promptly informs the Collateral Agent, and, upon request of the Collateral Agent, executes and delivers any and all agreements, instruments, documents and papers as the Collateral Agent may reasonably request to evidence the Collateral Agent's security interest in such Patent, Trademark or Copyright, and each Grantor hereby appoints the Collateral Agent as its attorney-in-fact to execute and file such writings for the foregoing purposes to the extent that such Grantor fails to promptly do so, all acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable.

(f) Each Grantor will take all necessary steps that are consistent with customary practice in any proceeding before the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, to maintain and pursue each material application relating to the Patents, Trademarks and/or Copyrights (and to obtain the relevant grant or registration) and to maintain each issued Patent and each registration of the Trademarks and Copyrights that is material to the conduct of any Grantor's business, including timely filings of applications for renewal, affidavits of use, affidavits of incontestability and payment of maintenance fees, and, if consistent with good business judgment, to initiate opposition, interference and cancellation proceedings against third parties.

(g) In the event that any Grantor has reason to believe that any Collateral consisting of a Patent, Trademark or Copyright material to the conduct of any Grantor's business has been or is about to be infringed, misappropriated or diluted by a third party, such Grantor promptly shall notify the Collateral Agent and shall, if consistent with good business judgment, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and take such other actions as are appropriate under the circumstances to protect such Collateral.

(h) Upon and during the continuance of an Event of Default, each Grantor shall use its commercially reasonable efforts to obtain all requisite consents or approvals by the licensor of each Copyright License, Patent License or Trademark License to effect the assignment of all of such Grantor's right, title and interest thereunder to the Collateral Agent or its designee.

SECTION 4.14. *Maintenance of Threshold Percentage for Deposit of Proceeds.* The Grantors shall use commercially reasonable efforts to receive duly authorized, executed and delivered Collection Deposit Letter Agreements from each of the depository banks listed on Schedule VI. Within such time periods after the Effective Date as the Administrative Agent may reasonably determine, the Grantor shall have received duly authorized, executed and delivered Collection Deposit Letter Agreements from a group of banks listed on Schedule VI with Collection Deposit Accounts that receive substantially all (or such other amount as the Administrative Agent shall reasonably determine) of the Proceeds received and directly deposited in respect of Accounts Receivable and Inventory (calculated without giving effect to such Proceeds that are in the form of credit or debit card receivables). If less than substantially all (or such other amount as the Administrative Agent shall reasonably determine) of the Proceeds received in respect of Accounts Receivable and Inventory (calculated without giving effect to such Proceeds that are in the form of credit or debit card receivables) over any fiscal quarterly period (commencing with the first fiscal quarter that begins at least 90 days after the Effective Date) is directly deposited into the Collection Deposit Accounts, the Grantors shall make, within 90 days after the end of any such fiscal period, such modifications to the cash management system (including executing additional Collection Deposit Letter Agreements and increasing the amount of such Proceeds of Accounts Receivable and Inventory to be deposited directly into the Collection Deposit Accounts) so that if such modifications had been in place during such fiscal period substantially all (or such other amount as the Administrative Agent shall reasonably determine) of the Proceeds received in respect of Accounts Receivable and Inventory would have been directly deposited into the Collection Deposit Accounts; provided, however, that in the event the

Grantors shall not have made such modifications within such 90-day period, the Collateral Agent may in its sole discretion extend such period for an additional 90 days. The Grantor shall have the right, from time to time, to substitute any bank party to a Collection Deposit Letter Agreement with any other Bank so long as substantially all (or such other amount as the Administrative Agent shall reasonably determine) of the Proceeds received in respect of Accounts Receivable and Inventory are directly deposited into the Collection Deposit Accounts during the periods contemplated in this Section 4.14.

ARTICLE V

Collections

SECTION 5.01. *Collection Deposit Accounts.* (a) From and after the Effective Date, each Grantor agrees to deposit all Daily Receipts into the Collection Deposit Accounts on a daily basis.

(b) From and after the Effective Date, the Grantors agree to transfer, or cause to be transferred, on each Business Day, all collected amounts on deposit in any Collection Deposit Account to the Cash Concentration Account to the extent required by the applicable Collection Deposit Letter Agreement, except, if not otherwise provided for in such Collection Deposit Letter Agreement, such amounts necessary (i) for the payment of routine bank service fees, (ii) for change orders and (iii) to reconcile deposit balances.

(c) Unless and until the occurrence and during the continuance of an Event of Default and delivery of the notices contemplated in Sections 3 and 15 of Annex 1-A and Sections 3 and 12 of Annex 1-B, respectively, the Company may instruct the Cash Concentration Bank to withdraw any of the funds contained in the Cash Concentration Account and the Cash Concentration Bank shall immediately deliver such funds to the Company for use, subject to the provisions of the Credit Agreement, for general corporate purposes.

(d) Upon the occurrence and during the continuance of an Event of Default or upon the occurrence of a Trigger Date (as defined in the Cash Concentration Letter Agreement or a Collection Deposit Letter Agreement, as applicable) and delivery of the corresponding notices contemplated in Sections 3 and 15 of Annex 1-A and Sections 3 and 12 of Annex 1-B, respectively, each Collection Deposit Account and the Cash Concentration Account will, without any further action taken on the part of any Grantor or the Collateral Agent, automatically convert into a closed account under the exclusive dominion and control of the Collateral Agent in which funds are held subject to the rights of the Collateral Agent hereunder. No Grantor shall thereafter have any right or power to withdraw any funds from any Collection Deposit Account or the Cash Concentration Account without the prior written consent of the Collateral Agent.

(e) In the event that a Grantor directly receives any remittances on Accounts Receivable, notwithstanding the arrangements for payment directly into the Collection Deposit Accounts pursuant to Section 5.02, such remittances shall be held for the benefit of the Collateral Agent and the Secured Parties and shall be segregated from other funds of such Grantor, subject to the Security Interest granted hereby, and such Grantor shall cause such remittances and payments to be deposited into a Collection Deposit Account or the Cash Concentration Account as soon as practicable after such Grantor's receipt thereof.

(f) All payments by any Grantor into any Collection Deposit Account or the Cash Concentration Account pursuant to this Section 5.01, whether in the form of cash, checks, notes, drafts, bills of exchange, money orders or otherwise, shall be deposited in the relevant Collection Deposit Account or Cash Concentration Account in precisely the form in which received (but with any endorsements of such Grantor necessary for deposit or collection), and until they are so deposited such

payments shall be held in trust by such Grantor for the benefit of the Collateral Agent subject to the Security Interest granted hereby.

SECTION 5.02. Collections. Each Grantor agrees that with respect to Account Debtors and every other Person obligated to make payments with respect to the Accounts Receivable it shall have instructed each such Account Debtor and other Person to make all such payments to a Collection Deposit Account established by it or the Cash Concentration Account. Each Grantor shall use commercially reasonable efforts to cause each Account Debtor and every other Person identified in the preceding sentence to make all payments with respect to the Accounts Receivable directly to such Collection Deposit Account or the Cash Concentration Account.

(a) Without the prior written consent of the Collateral Agent, no Grantor shall, in a manner materially adverse to the Lenders, change the general instructions given to Account Debtors in respect of payment on Accounts to be deposited in any Collection Deposit Accounts or the Cash Concentration Account. Until the Collateral Agent shall have advised the Grantors to the contrary, each Grantor shall, and the Collateral Agent hereby authorizes each Grantor to, enforce and collect all amounts owing on the Inventory and Accounts Receivable, for the benefit and on behalf of the Collateral Agent and the other Secured Parties; *provided, however*, that such privilege may at the option of the Collateral Agent be terminated upon the occurrence and during the continuance of any Event of Default.

SECTION 5.03. Power of Attorney. Each Grantor irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as such Grantor's true and lawful agent and attorney-in-fact, and in such capacity the Collateral Agent shall have the right, with power of substitution for each Grantor and in each Grantor's name or otherwise, for the use and benefit of the Collateral Agent and the Secured Parties, upon the occurrence and during the continuance of an Event of Default (a) to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Collateral or any part thereof; (b) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Collateral; (c) to sign the name of any Grantor on any invoice or bill of lading relating to any of the Collateral; (d) to send verifications of Accounts Receivable to any Account Debtor; (e) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any Collateral; (f) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Collateral; (g) to notify or to require any Grantor to notify Account Debtors to make payment directly to the Collateral Agent; and (h) to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral, and to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though the Collateral Agent were the absolute owner of the Collateral for all purposes; *provided, however*, that nothing herein contained shall be construed as requiring or obligating the Collateral Agent or any Secured Party to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Collateral Agent or any Secured Party, or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby, and no action taken or omitted to be taken by the Collateral Agent or any Secured Party with respect to the Collateral or any part thereof shall give rise to any defense, counterclaim or offset in favor of any Grantor or to any claim or action against the Collateral Agent or any Secured Party other than arising out of the gross negligence or willful misconduct of the Collateral Agent or any such Secured Party. It is understood and agreed that the appointment of the Collateral Agent as the agent and attorney-in-fact of the Grantors for the purposes set forth above is coupled with an interest and is irrevocable. The provisions of this Section shall in no event relieve any Grantor of any of its obligations hereunder or under any other Loan Document with respect to the Collateral or any part thereof or impose any obligation on the Collateral Agent or any Secured Party to proceed in any particular manner with

respect to the Collateral or any part thereof, or in any way limit the exercise by the Collateral Agent or any Secured Party of any other or further right which it may have on the date of this Agreement or hereafter, whether hereunder, under any other Loan Document, by law or otherwise.

ARTICLE VI

Remedies

SECTION 6.01. Remedies upon Default. Upon the occurrence and during the continuance of an Event of Default, each Grantor agrees to deliver each item of Collateral to the Collateral Agent on demand, and it is agreed that the Collateral Agent shall have the right to take any of or all the following actions at the same or different times: (a) with respect to any Collateral consisting of Intellectual Property, on demand, to cause the Security Interest to become an assignment, transfer and conveyance of any of or all such Collateral by the applicable Grantors to the Collateral Agent, or to license or sublicense, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any such Collateral throughout the world on such terms and conditions and in such manner as the Collateral Agent shall reasonably determine (other than in violation of any then-existing licensing arrangements to the extent that waivers cannot be obtained), and (b) with or without legal process and with or without prior notice or demand for performance, to take possession of the Collateral and without liability for trespass to peaceably enter any premises where the Collateral may be located for the purpose of taking possession of or removing the Collateral and, generally, to exercise any and all rights afforded to a secured party under the Uniform Commercial Code or other applicable law. Without limiting the generality of the foregoing, each Grantor agrees that the Collateral Agent shall have the right, subject to the mandatory requirements of applicable law, to sell or otherwise dispose of all or any part of the Collateral, at public or private sale or at any broker's board or on any securities exchange, for cash, upon credit or for future delivery as the Collateral Agent shall deem appropriate. The Collateral Agent shall be authorized at any such sale (if it deems it advisable to do so) to restrict the prospective bidders or purchasers to persons who will represent and agree that they are purchasing the Collateral for their own account for investment and not with a view to the distribution or sale thereof, and upon consummation of any such sale the Collateral Agent shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such purchaser at any such sale shall hold the property sold absolutely, free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by law) all rights of redemption, stay and appraisal which such Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

The Collateral Agent shall give the Grantors 10 days' written notice (which each Grantor agrees is reasonable notice within the meaning of Section 9-611 of the Uniform Commercial Code as in effect in the State of New York or its equivalent in other jurisdictions) of the Collateral Agent's intention to make any sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale and, in the case of a sale at a broker's board or on a securities exchange, shall state the board or exchange at which such sale is to be made and the day on which the Collateral, or portion thereof, will first be offered for sale at such board or exchange. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Collateral Agent may fix and state in the notice (if any) of such sale. At any such sale, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Collateral Agent may (in its sole and absolute discretion) determine. The Collateral Agent shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Collateral Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so

sold may be retained by the Collateral Agent until the sale price is paid by the purchaser or purchasers thereof, but the Collateral Agent shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice. At any public (or, to the extent permitted by law, private) sale made pursuant to this Section, any Secured Party may bid for or purchase, free (to the extent permitted by law) from any right of redemption, stay, valuation or appraisal on the part of any Grantor (all said rights being also hereby waived and released to the extent permitted by law), the Collateral or any part thereof offered for sale and may make payment on account thereof by using any claim then due and payable to such Secured Party from any Grantor as a credit against the purchase price, and such Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to any Grantor therefor. For purposes hereof, a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof; the Collateral Agent shall be free to carry out such sale pursuant to such agreement and no Grantor shall be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Collateral Agent shall have entered into such an agreement all Events of Default shall have been remedied and the Obligations paid in full; provided, however, that the Collateral Agent shall apply the proceeds from any such sale in the manner provided in Section 6.02. As an alternative to exercising the power of sale herein conferred upon it, the Collateral Agent may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver.

SECTION 6.02. *Application of Proceeds.* After the occurrence and during the continuance of an Event of Default, the Collateral Agent shall apply the proceeds of any collection or sale of the Collateral, as well as any Collateral consisting of cash, as follows:

FIRST, to the payment of all reasonable costs and expenses incurred by the U.S. Administrative Agent or the Collateral Agent (in its capacity as such hereunder or under any other Loan Document) in connection with such collection or sale or otherwise in connection with this Agreement or any of the Obligations, including all court costs and the reasonable fees and expenses of its agents and legal counsel, the repayment of all reasonable advances made by the Collateral Agent hereunder or under any other Loan Document on behalf of any Grantor and any other reasonable costs or expenses incurred in connection with the exercise of any right or remedy hereunder or under any other Loan Document;

SECOND, to the payment in full of the Obligations other than Obligations related to the agreements referenced in paragraph "THIRD" immediately below (the amounts so applied to be distributed among the Secured Parties pro rata in accordance with the amounts of such Obligations owed to them on the date of any such distribution);

THIRD, to the payment of Obligations related to the Hedging Agreements or any agreements governing the process of monitoring, analyzing, and adjusting business cash flows (the amounts so applied to be distributed among the Secured Parties pro rata in accordance with the amounts of such Obligations owed to them on the date of any such distribution); and

FOURTH, to the Grantors, their successors or assigns, or as a court of competent jurisdiction may otherwise direct.

The Collateral Agent shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement. Upon any sale of the Collateral by the Collateral Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Collateral Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or

purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Collateral Agent or such officer or be answerable in any way for the misapplication thereof.

SECTION 6.03. *Grant of License to Use Intellectual Property.* For the purpose of enabling the Collateral Agent to exercise rights and remedies under this Article at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to the Collateral Agent an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to the Grantors) to use, license or sub-license any of the Collateral consisting of Intellectual Property now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof. The use of such license by the Collateral Agent shall be exercised, at the option of the Collateral Agent, upon the occurrence and during the continuation of an Event of Default; *provided* that any license, sub-license or other transaction entered into by the Collateral Agent in accordance herewith shall be binding upon the Grantors notwithstanding any subsequent cure of an Event of Default.

ARTICLE VII

Miscellaneous

SECTION 7.01. *Notices.* All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 9.01 of the Credit Agreement. All communications and notices hereunder to any subsidiary listed in Schedule I shall be given to it at its address or telecopy number set forth on Schedule I, with a copy to Company.

SECTION 7.02. *Security Interest Absolute.* All rights of the Collateral Agent hereunder, the Security Interest and all obligations of the Grantors hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Credit Agreement, any other Loan Document, any agreement with respect to any of the Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement, any other Loan Document or any other agreement or instrument, (c) any exchange, release or non-perfection of any Lien on other collateral, or any release or amendment or waiver of or consent under or departure from any guarantee, securing or guaranteeing all or any of the Obligations, or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor in respect of the Obligations or this Agreement.

SECTION 7.03. *Survival of Agreement.* All covenants, agreements, representations and warranties made by any Grantor herein and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement shall be considered to have been relied upon by the Secured Parties and shall survive the making by the Lenders of the Loans, and the execution and delivery to the Lenders of any notes evidencing such Loans, regardless of any investigation made by the Lenders or on their behalf, and shall continue in full force and effect until this Agreement shall terminate.

SECTION 7.04. *Binding Effect; Several Agreement.* This Agreement shall become effective as to any Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon such Grantor and the Collateral Agent and their respective successors and assigns, and shall inure to the benefit of such Grantor, the Collateral Agent and the other Secured Parties and their respective successors and assigns, except that no Grantor shall have the

right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by this Agreement or the Credit Agreement. This Agreement shall be construed as a separate agreement with respect to each Grantor and may be amended, modified, supplemented, waived or released with respect to any Grantor without the approval of any other Grantor and without affecting the obligations of any other Grantor hereunder.

SECTION 7.05. *Successors and Assigns.* Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all covenants, promises and agreements by or on behalf of any Grantor or the Collateral Agent that are contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns.

SECTION 7.06. *Collateral Agent's Fees and Expenses; Indemnification.* (a) Each Grantor jointly and severally agrees to pay upon demand to the Collateral Agent the amount of any and all reasonable expenses, including the reasonable fees, disbursements and other charges of its counsel and of any experts or agents, which the Collateral Agent may incur in connection with (i) the administration of this Agreement (including the customary fees and charges of the Collateral Agent for any monitoring or audits conducted by it or on its behalf with respect to the Accounts Receivable or Inventory), (ii) the custody or preservation of, or the sale of, collection from or other realization upon any of the Collateral, (iii) the exercise, enforcement or protection of any of the rights of the Collateral Agent hereunder or (iv) the failure of any Grantor to perform or observe any of the provisions hereof.

(b) Without limitation of its indemnification obligations under the other Loan Documents, each Grantor jointly and severally agrees to indemnify the Collateral Agent and the other Indemnitees against, and hold each of them harmless from, any and all losses, claims, damages, liabilities and related expenses, including reasonable fees, disbursements and other charges of counsel, asserted against or reasonably incurred by any of them arising out of, in any way connected with, or as a result of, the execution, delivery or performance of this Agreement or any claim, litigation, investigation or proceeding relating hereto or to the Collateral, whether or not any Indemnitee is a party thereto; *provided* that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee.

(c) Any such amounts payable as provided hereunder shall be additional Obligations secured hereby and by the other Security Documents. The provisions of this Section 7.06 shall remain operative and in full force and effect regardless of the termination of this Agreement or any other Loan Document, the consummation of the transactions contemplated hereby, the repayment of any of the Loans, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Document, or any investigation made by or on behalf of the Collateral Agent or any Lender. All amounts due under this Section 7.06 shall be payable on written demand therefor.

SECTION 7.07. GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK (EXCLUDING THE CONFLICT OF LAWS PRINCIPLES THEREOF, BUT INCLUDING NEW YORK GENERAL OBLIGATIONS LAW SECTIONS 5-1401 AND 5-1402).

SECTION 7.08. *Waivers; Amendment.* (a) No failure or delay of the Collateral Agent in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Collateral Agent hereunder and of the Collateral Agent, the Issuing Banks, the

Administrative Agent and the Lenders under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provisions of this Agreement or any other Loan Document or consent to any departure by any Grantor therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) below, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on any Grantor in any case shall entitle such Grantor or any other Grantor to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Collateral Agent and the Grantor or Grantors with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 9.02 of the Credit Agreement.

SECTION 7.09. **WAIVER OF JURY TRIAL.** EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.09.

SECTION 7.10. *Severability.* In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 7.11. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract (subject to Section 7.04), and shall become effective as provided in Section 7.04. Delivery of an executed signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

SECTION 7.12. *Headings.* Article and Section headings used herein are for the purpose of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

SECTION 7.13. *Jurisdiction; Consent to Service of Process.* (a) Each Grantor hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County, New York and of the United States District Court for the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or the other Loan Documents, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and

determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that the Collateral Agent, the Administrative Agent, the Issuing Bank or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or the other Loan Documents against any Grantor or its properties in the courts of any jurisdiction.

(b) Each Grantor hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or the other Loan Documents in any court referred to in paragraph (a) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 7.01. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 7.14. *Termination; Release.* This Agreement and the Security Interest shall terminate when all the Obligations have been indefeasibly paid in full (other than contingent obligations which, pursuant to the terms of this Agreement, the other Loan Documents or the Hedging Agreements described in clause (d) of the definition of Obligations hereunder, survive the termination of this Agreement, the other Loan Documents or the Hedging Agreements described in clause (d) of the definition of Obligations hereunder), the U.S. Lenders have no further commitment to lend, the U.S. L/C Exposure has been reduced to zero and the U.S. Issuing Bank has no further commitment to issue Letters of Credit under the Credit Agreement, at which time the Collateral Agent shall execute and deliver to the Grantors, at the Grantors' expense, all Uniform Commercial Code termination statements and similar documents which the Grantors shall reasonably request to evidence such termination. Any execution and delivery of termination statements or documents pursuant to this Section 7.14 shall be without recourse to or warranty by the Collateral Agent. A Subsidiary Guarantor shall automatically be released from its obligations hereunder and the Security Interest in the Collateral of such Subsidiary Guarantor shall be automatically released in the event that all the capital stock of such Subsidiary Guarantor shall be sold, transferred or otherwise disposed of to a person that is not an Affiliate of the Borrower in accordance with the terms of the Credit Agreement; *provided* that the Required Lenders shall have consented to such sale, transfer or other disposition (to the extent required by the Credit Agreement) and the terms of such consent did not provide otherwise. Upon any sale or other transfer by any Grantor of any Collateral that is permitted under the Credit Agreement to any person that is not a Grantor, or, upon the effectiveness of any written consent to the release of the security interest granted hereby in any Collateral pursuant to Section 9.02(b) of the Credit Agreement, the security interest in such Collateral shall be automatically released.

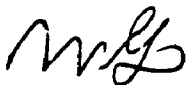
SECTION 7.15. *Additional Grantors.* Pursuant to Section 5.12 of the Credit Agreement, each Subsidiary of the Company that is a U.S. Loan Party that was not in existence or not a Subsidiary on the date of the Credit Agreement is required to enter into this Agreement as a Guarantor upon being a Subsidiary if such Subsidiary owns or possesses property of a type that would be considered Collateral hereunder. Upon execution and delivery by the Collateral Agent and such Subsidiary of an instrument in the form of Annex 3, such Subsidiary shall become a Grantor hereunder with the same force and effect as if originally named as a Grantor herein. The execution and delivery of any such instrument shall not require the consent of any Grantor hereunder. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor as a party to this Agreement.

SECTION 7.16. *Amendment and Restatement.* This Agreement is an amendment and restatement of that certain U.S. Security Agreement, dated as of February 23, 2001, among the Company, certain subsidiaries of the Company party thereto, and JPMorgan Chase Bank (f/k/a The Chase Manhattan Bank), as U.S. collateral agent (as amended, modified or otherwise supplemented from time to time). On and after the effective date of this Agreement each reference in the other Loan Documents to “the U.S. Security Agreement,” “thereunder,” “thereof,” “therein” or any other expression of like import referring to the U.S. Security Agreement shall mean and be a reference to this Agreement. The execution, delivery and effectiveness of this Agreement shall not operate as a waiver of any right, power or remedy of the Agents or any Lender under any of the other Loan Documents or constitute a waiver of any provision of any of the other Loan Documents.

[SIGNATURE PAGES FOLLOW]

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

THE GREAT ATLANTIC & PACIFIC TEA
COMPANY, INC.

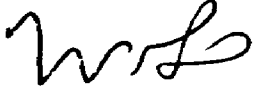
By: 

Name: Mitchell P. Goldstein
Title: Senior Vice President, Chief Financial
Officer

AMENDED AND RESTATED U.S. SECURITY AGREEMENT

TRADEMARK
REEL: 002908 FRAME: 0759

EACH OF THE OTHER LOAN PARTIES
LISTED ON SCHEDULE I HERETO

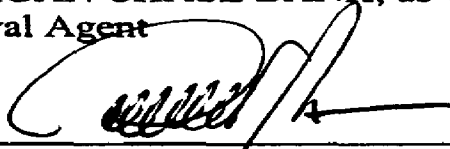
By: 
Name: Mitchell P. Goldstein
Title: Authorized Officer

AMENDED AND RESTATED U.S. SECURITY AGREEMENT

TRADEMARK
REEL: 002908 FRAME: 0760

JPMORGAN CHASE BANK, as U.S.
Collateral Agent

By:



Name: Robert J. Morrow
Title: Vice President

AMENDED AND RESTATED U.S. SECURITY AGREEMENT

TRADEMARK
REEL: 002908 FRAME: 0761

SCHEDULE I

Grantor	Type of Entity	Registered Organization (Yes/No)	Organizational Number	Federal Taxpayer Identification Number	State of Formation
The Great Atlantic & Pacific Tea Company, Inc.	Corp.	Y	D00232520	13-1890974	Maryland
A&P Wine and Spirits, Inc.	Corp.	Y	STATE USES FID #	04-3210452	Massachusetts
ANP Properties I Corp.	Corp.	Y	0836799	22-2151866	Delaware
ANP Sales Corp.	Corp.	Y	D01292200	22-2384378	Maryland
APW Produce Company, Inc.	Corp.	Y	N/A	11-1785084	New York
APW Supermarket Corporation	Corp.	Y	2108804	11-2857132	Delaware
APW Supermarkets, Inc.	Corp.	Y	N/A	22-3119509	New York
Big Star, Inc.	Corp.	Y	1508194	22-2630238	Georgia
Borman's, Inc. d/b/a Farmer Jack	Corp.	Y	0707723	38-1339761	Delaware
Compass Foods, Inc.	Corp.	Y	0718209	13-2640653	Delaware
Family Center, Inc. d/b/a Family Mart	Corp.	Y	0825523	22-2121119	Delaware
Food Basics, Inc.	Corp.	Y	3408929	22-3821210	Delaware
Futurestore Food Markets, Inc.	Corp.	Y	2050737	22-2576786	Delaware
The Great Atlantic & Pacific Tea Company of Vermont, Inc.	Corp.	Y	F03081	13-1953865	Vermont
Hopelawn Property I, Inc.	Corp.	Y	2895268	22-3596590	Delaware
Kohl's Food Stores, Inc.	Corp.	Y	1K11381	22-2472508	Wisconsin
Kwik Save, Inc.	Corp.	Y	194133	23-1658636	Pennsylvania
Limited Foods, Inc.	Corp.	Y	2496015	22-3365137	Delaware
Lo-Lo Discount Stores, Inc.	Corp.	Y	22243900	13-2378662	Texas
Montvale Holdings, Inc.	Corp.	Y	0100694867	22-3486664	New Jersey
Shopwell, Inc. d/b/a Food Emporium	Corp.	Y	0452728	13-1703304	Delaware
Southern Acquisition Corporation	Corp.	Y	2174367	22-3169659	Delaware
Southern Development Inc. of Delaware	Corp.	Y	2060287	22-2613925	Delaware
Super Fresh Food Markets, Inc.	Corp.	Y	2071021	22-2402491	Delaware
Super Fresh Food Markets of Maryland, Inc.	Corp.	Y	D01521707	22-2433850	Maryland
Super Fresh/Sav-A-Center, Inc.	Corp.	Y	2060287	22-2630228	Delaware

AMENDED AND RESTATED U.S. SECURITY AGREEMENT

Grantor	Type of Entity	Registered Organization (Yes/No)	Organizational Number	Federal Taxpayer Identification Number	State of Formation
Super Fresh Food Markets of Virginia, Inc.	Corp.	Y	2071021	22-2709413	Delaware
Super Market Service Corp.	Corp.	Y	348388	24-0835014	Pennsylvania
Super Plus Food Warehouse, Inc.	Corp.	Y	0945012	22-2419532	Delaware
Supermarket Distribution Service Corp.	Corp.	Y	0100066728	22-2213135	New Jersey
Supermarket Distribution Service-Florence, Inc.	Corp.	Y	0100186365	22-2435824	New Jersey
Supermarket Distribution Services, Inc.	Corp.	Y	0902708	22-2323850	Delaware
Supermarket Systems, Inc.	Corp.	Y	0831033	22-2132106	Delaware
Tea Development Co. Inc.	Corp.	Y	2538848	22-3397431	Delaware
The South Dakota Great Atlantic & Pacific Tea Company, Inc.	Corp.	Y	FB001432	22-2524647	South Dakota
Transco Service-Milwaukee, Inc.	Corp.	Y	0100220468	22-2507978	New Jersey
Waldbaum, Inc. d/b/a Waldbaum, Inc. and Food Mart	Corp.	Y	N/A	11-1448599	New York
W.S.L. Corporation	Corp.	Y	0100222417	22-2539534	New Jersey
2008 Broadway, Inc.	Corp.	Y	N/A	22-2340986	New York

SCHEDULE II

Copyrights

None.

SCHEDULE III

Licenses



None.




SCHEDULE IV





Patents

None.

SCHEDULE V**Trademarks**

MARK	REGISTERED OWNER/APPLICANT	Appl. No. (Reg. No.)	Exp. Date
A&P (Design and color) 	The Great Atlantic & Pacific Tea Company, Inc.	73/454,363 (1,304,288)	11/6/04
A&P (Stylized)	The Great Atlantic & Pacific Tea Company, Inc.	75/064,054 (2,024,122)	12/17/06
A&P (Block Letters)	The Great Atlantic & Pacific Tea Company, Inc.	76/390,443 (2,713,141)	5/06/13
AMERICA'S CHOICE	The Great Atlantic & Pacific Tea Company, Inc.	74/234,200 (2,019,444)	11/26/06
AMERICA'S CHOICE	The Great Atlantic & Pacific Tea Company, Inc.	74/801,783 (1,861,428)	11/01/04
AMERICA'S CHOICE	The Great Atlantic & Pacific Tea Company, Inc.	74/801,784 (1,860,494)	10/25/04
AMERICA'S CHOICE	The Great Atlantic & Pacific Tea Company, Inc.	74/332,876 (2,425,385)	1/30/11
AMERICA'S CHOICE	The Great Atlantic & Pacific Tea Company, Inc.	73/514,986 (1,384,513)	
AMERICA'S CHOICE	The Great Atlantic & Pacific Tea Company, Inc.	78/218,486 ()	
ANN PAGE	The Great Atlantic & Pacific Tea Company, Inc.	71/528,741 (507,581)	3/15/09
ATHENA	The Great Atlantic & Pacific Tea Company, Inc.	78/238,300 ()	
	The Great Atlantic & Pacific Tea Company, Inc.	76/465,806 ()	
BASICS	The Great Atlantic & Pacific Tea Company, Inc.	78/311,001	

MARK	REGISTERED OWNER/APPLICANT	Appl. No. (Reg. No.)	Exp. Date
	Inc.	()	
BASICS FOR LESS	The Great Atlantic & Pacific Tea Company, Inc.	76/419,247 ()	
BALDERSON'S	The Great Atlantic & Pacific Tea Company, Inc.	72/159,580 (765,268)	2/18/04
	The Great Atlantic & Pacific Tea Company, Inc.	73/276,185 (1,279,449)	5/29/04
BRILLIANT BUBBLES	The Great Atlantic & Pacific Tea Company, Inc.	78/202,468 ()	
CONCORDE	The Great Atlantic & Pacific Tea Company, Inc.	78/238,266 ()	
DOLLAR BARN	The Great Atlantic & Pacific Tea Company, Inc.	78/303,661 ()	
EASY BRIGHT NIGHT	The Great Atlantic & Pacific Tea Company, Inc.	78/324,523 ()	
EXPRESS YOURSELF	The Great Atlantic & Pacific Tea Company, Inc.	76/406,160 (2,680,997)	1/28/13
FARMER JACK	The Great Atlantic & Pacific Tea Company, Inc.	73/664,142 (1,479,128)	3/01/08
(Stylized) 	The Great Atlantic & Pacific Tea Company, Inc.	76/386,568 (2,723,648)	6/10/13
FEEL LIKE A TRUE GORMET!	The Great Atlantic & Pacific Tea Company, Inc.	78/266,173 ()	
FOOD BASICS	The Great Atlantic & Pacific Tea Company, Inc.	76/386,404 (2,726,744)	6/17/13
(Design and color) 	The Great Atlantic & Pacific Tea Company, Inc.	76/386,781 (2,766,316)	9/23/13
FOR GOODNESS SHAKE	The Great Atlantic & Pacific Tea Company, Inc.	78/235,016 ()	
FRESH REWARDS	The Great Atlantic & Pacific Tea Company, Inc.	78/303,800 ()	
FUTURE STORE	The Great Atlantic & Pacific Tea Company, Inc.	73/517,861 (1,355,968)	8/20/05

MARK	REGISTERED OWNER/APPLICANT	Appl. No. (Reg. No.)	Exp. Date
	Inc.		
(Stylized) health pride	The Great Atlantic & Pacific Tea Company, Inc.	73/277,359 (1,232,381)	03/29/13
HEALTHY REWARDS	The Great Atlantic & Pacific Tea Company, Inc.	78/236,046 ()	
I LOVE THIS STORE!	The Great Atlantic & Pacific Tea Company, Inc.	76/424,332 ()	
MASTER CHOICE	The Great Atlantic & Pacific Tea Company, Inc.	78/218,673 ()	
(Stylized) 	The Great Atlantic & Pacific Tea Company, Inc.	75/070,346 (2,073,501)	6/24/07
(Stylized) 	The Great Atlantic & Pacific Tea Company, Inc.	73/696,142 (1,519,019)	1/3/09
(Miscellaneous Design) 	The Great Atlantic & Pacific Tea Company, Inc.	73/276,030 (1,182,561)	12/15/11
O2	The Great Atlantic & Pacific Tea Company, Inc.	78/247,608	
(Design & Color) 	The Great Atlantic & Pacific Tea Company, Inc.	72/271,146 (855,682)	8/27/08
(Design)	The Great Atlantic & Pacific Tea Company, Inc.	73/530,164 (1,366,041)	10/15/05

MARK	REGISTERED OWNER/APPLICANT	Appl. No. (Reg. No.)	Exp. Date
R			
RED ALARM	The Great Atlantic & Pacific Tea Company, Inc.	78/220,193 ()	
SAV-A-CENTER	The Great Atlantic & Pacific Tea Company, Inc.	73/583,389 (1,412,706)	10/07/06
SUPER FRESH	The Great Atlantic & Pacific Tea Company, Inc.	73/732,662 (2,085,126)	8/05/07
SUPERMARKET OF CHOICE	The Great Atlantic & Pacific Tea Company, Inc.	75/611,542 (2,527,933)	1/08/12
(Stylized) <i>The Food Emporium</i>	The Great Atlantic & Pacific Tea Company, Inc.	76/346,252 (2,685,875)	2/11/13
THE FOOD EMPORIUM	The Great Atlantic & Pacific Tea Company, Inc.	76/360,323 (2,741,163)	7/29/13
THE VERY BEST... JUST FOR YOU!	The Great Atlantic & Pacific Tea Company, Inc.	76/439,689 (2,761,287)	9/09/13

SCHEDULE VI

Depository Banks

Bank of America, National Association
The Bank of New York
Branch Banking & Trust Company
Citibank, National Association
Fleet National Bank
JPMorgan Chase Bank
Hancock Bank
Hibernia National Bank
National Bank & Trust
National City Bank
Peoples Bank
Standard Federal Bank National Association
Wachovia Bank, National Association
York Bank

CASH CONCENTRATION LETTER AGREEMENT, dated as of _____, 200_, among The GREAT ATLANTIC & PACIFIC TEA COMPANY, INC., a Maryland corporation (the "*Company*"), JPMORGAN CHASE BANK, a New York banking corporation (the "*Cash Concentration Bank*") and JPMORGAN CHASE BANK, as collateral agent (in such capacity, the "*Collateral Agent*") for the Secured Parties (as defined in the Amended and Restated U.S. Security Agreement referred to below).

A. The Company, certain subsidiaries of the Company and the Collateral Agent are parties to an Amended and Restated U.S. Security Agreement, dated as of February 23, 2001 and amended and restated as of December 4, 2003 (the "*U.S. Security Agreement*"). Pursuant to the terms of the U.S. Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in the Grantors' Accounts Receivable and other Collateral, to secure the payment and performance of the Obligations. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the U.S. Security Agreement.

B. The Cash Concentration Bank has agreed to act as collection sub-agent of the Collateral Agent to receive (a) amounts transferred to the Cash Concentration Account (as defined below) by or on behalf of the Grantors in accordance with the provisions of the U.S. Security Agreement (such amounts, the "*Transferred Receipts*") and (b) payments on the Accounts Receivable.

C. The parties hereto desire to define hereunder certain rights and obligations among them with respect to the appointment of the Cash Concentration Bank.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. The Collateral Agent hereby appoints the Cash Concentration Bank as its collection sub-agent under the U.S. Security Agreement and authorizes the Cash Concentration Bank, on the terms and subject to the conditions set forth herein, to receive and hold on deposit (a) Transferred Receipts and (b) payments on the Accounts Receivable.

2. Prior to or contemporaneously with the execution and delivery by the Cash Concentration Bank of this Agreement, and for the purposes of this Agreement, the Cash Concentration Bank has established and will (except as otherwise provided in Section 12 below) maintain a cash concentration account in JPMorgan Chase Bank (account number [323017436] in the name of the Collateral Agent (the "*Cash Concentration Account*"). The Cash Concentration Bank shall deposit in the Cash Concentration Account all Transferred Receipts received by the Cash Concentration Bank and all payments received by the Cash Concentration Bank in respect of the Accounts Receivable. The Cash Concentration Bank agrees to give the Collateral Agent prompt notice if the Cash Concentration Bank receives notice that the Cash Concentration Account is subject to any writ, judgment, warrant of attachment, execution or similar process. As security for the payment and performance of the Obligations, the Company hereby pledges, assigns and transfers to the Cash Concentration Bank, for the benefit of the Collateral Agent and the other Secured Parties, and hereby creates and grants to the Cash Concentration Bank, for the benefit of the Collateral Agent and the other Secured Parties, a security interest in its right, title and interest in the Cash Concentration Account and all property and assets held therein, the Cash Concentration Bank acknowledges the security interest of the Collateral Agent for the benefit of the Secured Parties in the Cash Concentration Account.

3. The Collateral Agent hereby authorizes the Cash Concentration Bank to comply with the instructions of the Company directing the withdrawal of any of the funds contained in the Cash Concentration Account and to immediately deliver such funds to the Company, so long as the Cash Concentration Bank has not received prior written notice from the Collateral Agent pursuant to the next succeeding sentence. Promptly upon receipt of written, telex or telecopy notice from the Collateral Agent so directing the Cash Concentration Bank at any time (which direction shall be given by the Collateral Agent only upon the occurrence and during the continuation of an Event of Default or on and after any Trigger Date (as defined below), and during the continuation thereof (as provided in the definition thereof), and which notice shall be sent simultaneously to the Company), except as otherwise specified in such notice, the Cash Concentration Bank shall no longer permit withdrawals from the Cash Concentration Account to be made by the Company without the written consent of the Collateral Agent. The Collateral Agent thereupon shall have sole authority to provide instructions as to the disposition of funds in the Cash Concentration Account, and, if so directed in such notice, the Cash Concentration Bank shall promptly transmit to the Collateral Agent, at the office specified in such notice, all funds, if any, then on deposit in the Cash Concentration Account (provided that funds on deposit that are subject to collection shall be transmitted promptly upon collection). If so directed in such notice, the Cash Concentration Bank shall deliver directly to the Collateral Agent at the office specified in such notice all checks, drafts and other instruments for the payment of money relating to the Transferred Receipts or Accounts Receivable in the possession of the Cash Concentration Bank without depositing such checks, drafts or other instruments in the Cash Concentration Account.

"Trigger Date" shall mean any date on or after any five consecutive Business Days on which the Borrowers could not borrow Loans or have Letters of Credit issued under the Credit Agreement in an aggregate amount of at least U.S.\$75,000,000, provided, however, that if following a Trigger Date there shall occur a period of ninety (90) consecutive days on each day of which the Borrowers could borrow Loans or have Letters of Credit issued under the Credit Agreement in an aggregate amount of at least U.S.\$100,000,000, then, upon written telex or telecopy notice from the Collateral Agent to such effect, such Trigger Date shall no longer be continuing and the Collateral Agent shall no longer have sole authority to provide instructions as to the disposition of funds in, or be entitled to receive distribution of all funds then on deposit in, the Cash Concentration Account, until another Trigger Date, if any, shall occur.

Upon receipt of written, telex or telecopy notice from the Collateral Agent so directing the Cash Concentration Bank at any time (which direction shall be given by the Collateral Agent in the event an Event of Default shall have been cured or waived in accordance with the Loan Documents or in the event that the events giving rise to any Trigger Date have been cured in accordance with the manner set forth in the definition of "Trigger Event" or waived in accordance with the Loan Documents, as applicable, and which notice shall be sent simultaneously to the Company), the Cash Concentration Bank shall permit, and the Collateral Agent hereby authorizes the Cash Concentration Bank to comply with the instructions of the Company and deliver funds thereto as contemplated in the first sentence of this Section 3.

4. Upon the occurrence and during the continuation of an Event of Default and on or after any Trigger Date, the Cash Concentration Bank shall, if requested by the Collateral Agent, furnish the Collateral Agent with monthly statements, in the form and manner typical for the Cash Concentration Bank, of amounts on deposit in, and amounts withdrawn from, the Cash Concentration Account and such other information relating to the Cash Concentration Account at such times as shall be reasonably requested by the Collateral Agent.

5. For purposes of this Agreement, any officer of the Collateral Agent shall be authorized to act, and to give instructions and notice, for the purposes set forth in this Agreement on behalf of the Collateral Agent hereunder.

6. The fees for the services of the Cash Concentration Bank shall be mutually agreed upon between the Company and the Cash Concentration Bank. The Collateral Agent shall not have any responsibility or liability for the payment of any such fee.

7. The Cash Concentration Bank may perform any of its duties hereunder by or through its agents, officers or employees and shall be entitled to rely upon the advice of counsel as to its duties. The Cash Concentration Bank shall not be liable to the Collateral Agent for any action required of the Cash Concentration Bank under the terms of this Agreement, if such action was taken or omitted to be taken by it in the absence of gross negligence or willful misconduct on the part of the Cash Concentration Bank, nor shall the Cash Concentration Bank be responsible to the Collateral Agent or the Company for the consequences of any oversight or error of judgment or be answerable to the Collateral Agent for the same unless the same shall happen through its gross negligence or willful misconduct.

8. The Company consents to the appointment of the Cash Concentration Bank and agrees that it will not withdraw, or request to withdraw, funds from the Cash Concentration Account upon the occurrence and during the continuation of an Event of Default or on or after a Trigger Date, in each case after receipt of the notice contemplated in Section 3 hereof unless such withdrawal is consented to in writing by the Collateral Agent.

9. The Cash Concentration Bank undertakes to perform only such duties as are expressly set forth in this Agreement.

10. The Cash Concentration Bank accepts its obligations as set forth in this Agreement upon the terms and conditions hereof, including the following, to all of which the Company and the Collateral Agent agree:

(a) The Company shall promptly pay the Cash Concentration Bank the compensation, if any, to be mutually agreed upon with the Company for all services rendered by the Cash Concentration Bank in connection with this Agreement and to reimburse the Cash Concentration Bank for reasonable out-of-pocket expenses (including reasonable counsel fees) incurred by the Cash Concentration Bank in connection with the services rendered hereunder by the Cash Concentration Bank.

(b) The Company agrees to and does hereby indemnify and hold harmless the Cash Concentration Bank from and against any loss, liability, claim, action, cost or expense incurred hereunder or arising directly from its action as Cash Concentration Bank hereunder, except for any action or omission caused by its gross negligence or willful misconduct (collectively, a "Loss"), as well as the reasonable costs and expenses of defending against any such claim. The Cash Concentration Bank shall promptly notify the Company of the commencement of any claim giving rise to a potential Loss and of the proceedings relating thereto. The Company may, at its option, undertake to defend any such claim against the Cash Concentration Bank.

(c) The Cash Concentration Bank may consult with legal counsel reasonably satisfactory to it, and in no event shall it be liable for action taken, suffered or omitted by it hereunder in good faith and in accordance with the opinion of such counsel.

(d) The Cash Concentration Bank shall be protected from and shall incur no liability for or in respect of any action taken or damage suffered by it in reliance upon any certification, notice, direction, consent, affidavit, statement, or other paper or document reasonably believed by it to be genuine and to have been presented or signed

the Successor Cash Concentration Bank at the office specified in writing to the Collateral Agent and the Cash Concentration Bank.

13. The Collateral Agent agrees with the Company that it will provide the Cash Concentration Bank with notice as specified in Section 3 of this Agreement only if an Event of Default has occurred and is continuing or a Trigger Date has occurred under the Agreement, and that it will provide the Cash Concentration Bank with notice of any cure of a Trigger Date (as cure is defined in the definition thereof) promptly after it has actual knowledge thereof.

14. The term of this Agreement shall extend from the date hereof until the earlier of (a) the date on which all Obligations (other than contingent obligations which, pursuant to the terms of this Agreement, the other Loan Documents or the Hedging Agreements described in clause (d) of the definition of Obligations under the U.S. Security Agreement, survive the termination of this Agreement, the other Loan Documents or the Hedging Agreements described in clause (d) of the definition of Obligations under the U.S. Security Agreement) shall have been paid in full and the Commitments (as defined in the Credit Agreement) have terminated and (b) any date on which the Cash Concentration Bank shall not be serving in its capacity hereunder unless a Successor Cash Concentration Bank shall have accepted appointment as such, as provided in Section 12 above. The obligations of the Cash Concentration Bank contained in clause (b)(iii) of Section 12 shall survive the termination of this Agreement.

15. All notices and communications hereunder shall be in writing (except where telephonic instructions or notices are authorized herein) and shall be deemed to have been received and shall be effective on the day on which delivered (including delivery by telex or facsimile) (a) in the case of the Collateral Agent, addressed to the attention of [] (Telecopy No. []); (b) in the case of the Cash Concentration Bank, addressed to [] to the attention of [] (Telecopy No. []) and (c) in the case of the Company, addressed to [] to the attention of [] (Telecopy No. []).

16. The Cash Concentration Bank will not (except as expressly permitted hereby) assign or transfer any of its rights or obligations hereunder (other than to the Collateral Agent or a Lender reasonably acceptable to the Collateral Agent) without the prior written consent of the other parties hereto.

17. This Agreement may be amended only by a written instrument executed by the Collateral Agent, the Cash Concentration Bank and the Company, acting by their representative officers thereunto duly authorized.

18. Except as otherwise provided in the Credit Agreement with respect to rights of set-off available to the Cash Concentration Bank in the event that it is also a Lender under the Credit Agreement, the Cash Concentration Bank hereby irrevocably waives, effective upon the occurrence and during the continuation of an Event of Default or upon the occurrence of a Trigger Date, any right to set-off against, or otherwise deduct from, any funds then or at any time thereafter held in the Cash Concentration Account for any indebtedness or other claim then or at any time thereafter owed by the Company to the Cash Concentration Bank.

19. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK (EXCLUDING THE CONFLICT OF LAWS PRINCIPLES THEREOF, BUT INCLUDING NEW YORK GENERAL OBLIGATIONS LAW SECTIONS 5-1401 AND 5-1402).

20. This Agreement (a) shall inure to the benefit of and be binding upon the Collateral Agent, the Cash Concentration Bank, the Company and their respective successors and assigns and (b) may be executed simultaneously in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

THE GREAT ATLANTIC & PACIFIC
TEA COMPANY, INC.

By: _____
Name:
Title:

JPMORGAN CHASE BANK, as U.S.
Collateral Agent

By: _____
Name:
Title:

JPMORGAN CHASE BANK, as
Cash Concentration Bank

By: _____
Name:
Title:

TRADEMARK
REEL: 002908 FRAME: 0778

COLLECTION DEPOSIT LETTER AGREEMENT, dated as of _____, 200_, among [Name of Grantor], a [] corporation (the "Grantor"), JPMORGAN CHASE BANK, a New York banking corporation, as collateral agent (the "Collateral Agent") for the Secured Parties (as defined in the Amended and Restated U.S. Security Agreement referred to below) and _____, a _____ (the "Collection Deposit Bank").

A. The Grantor, certain other grantors and the Collateral Agent are parties to an Amended and Restated U.S. Security Agreement, dated as of February 23, 2001 and amended and restated as of December 4, 2003 (the "U.S. Security Agreement"). Pursuant to the terms of the U.S. Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in the Grantor's Accounts Receivable and other Collateral, to secure the payment and performance of the Obligations. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the U.S. Security Agreement.

B. The Collection Deposit Bank has agreed to receive on behalf of the Grantor (a) Daily Receipts and (b) payments on the Accounts Receivable.

C. The parties hereto desire to define hereunder certain rights and obligations among them with respect to the appointment of the Collection Deposit Bank.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. The Collateral Agent hereby authorizes the Collection Deposit Bank, on the terms and subject to the conditions set forth herein, to receive (a) Daily Receipts and (b) payments on the Accounts Receivable.

2. Prior to or contemporaneously with the execution and delivery by the Collection Deposit Bank of this Agreement, and for the purposes of this Agreement, the Collection Deposit Bank has established and shall maintain (except as otherwise provided in Section 8 below) for the benefit of the Collateral Agent and the other Secured Parties upon the occurrence and during the continuance of an Event of Default or on and after any Trigger Date (as defined below) one or more collection deposit accounts in the name of the Company (all such accounts, collectively, the "Collection Deposit Account"). All Daily Receipts received by the Collection Deposit Bank and all payments received by the Collection Deposit Bank in respect of the Accounts Receivable shall be deposited by the Grantor in the Collection Deposit Account, and such Daily Receipts and payments shall not be commingled with other funds of the Grantor. All funds at any time on deposit in the Collection Deposit Account shall be held by the Collection Deposit Bank subject to the terms of this Agreement. The Collection Deposit Bank agrees to give the Collateral Agent prompt notice if the Collection Deposit Bank receives notice that the Collection Deposit Account is subject to any writ, judgment, warrant of attachment, execution or similar process. As security for the payment and performance of the Obligations, the Grantor hereby pledges, assigns and transfers to the Collection Deposit Bank, for the benefit of the Collateral Agent and the other Secured Parties, and hereby creates and grants to the Collection Deposit Bank, for the benefit of the Collateral Agent and the other Secured Parties, a security interest in the Collection Deposit Account and all property and assets held therein. The Collection Deposit Bank acknowledges the security interest of the Collateral Agent for the benefit of the Secured Parties in the Collection Deposit Account.

"Trigger Date" shall mean any date on or after any five consecutive Business Days on which the Borrowers could not borrow Loans or have Letters of Credit issued under the Credit Agreement in an aggregate amount of at least U.S.\$75,000,000, provided, however, that if following a Trigger Date there shall occur a period of ninety (90) consecutive days on each day of which the Borrowers could borrow Loans or have Letters of Credit issued under the Credit Agreement in an aggregate amount of at least U.S.\$100,000,000, then upon written telex or telecopy notice from the Collateral Agent to such effect, such Trigger Date shall no longer be continuing and the Collateral Agent shall no longer have sole authority to provide instructions as to the disposition of funds in, or be entitled to receive distribution of all funds then on deposit in, the Collection Deposit Account, until another Trigger Date, if any, shall occur.

3. The Collateral Agent hereby authorizes the Collection Deposit Bank to permit the Grantor to make withdrawals from the Collection Deposit Account, so long as the Collection Deposit Bank has not received notice from the Collateral Agent pursuant to the next succeeding sentence. Upon receipt of written, telex, facsimile or telephonic notice (which, in the case of telephonic notice, shall be promptly confirmed in writing) from the Collateral Agent so directing the Collection Deposit Bank at any time (which direction shall be given by the Collateral Agent only upon the occurrence and during the continuation of an Event of Default or on or after any Trigger Date, and during the continuation thereof (as provided in the definition thereof), and which notice shall be sent simultaneously to the Grantor), except as otherwise specified in such notice, the Collection Deposit Bank shall no longer permit withdrawals from the Collection Deposit Account to be made by the Grantor. The Collateral Agent thereupon shall have sole authority to provide instructions as to the disposition of funds in the Collection Deposit Account, and, if so directed in such notice, the Collection Deposit Bank shall promptly transmit to the cash concentration account maintained by the Company with JPMorgan Chase Bank (account number [323017436]) (the *"Cash Concentration Account"*) all funds, if any, then on deposit in, or otherwise to the credit of, the Collection Deposit Account (provided that funds on deposit that are subject to collection shall be transmitted promptly upon collection). If so directed in such notice, the Collection Deposit Bank shall transmit directly to the Cash Concentration Account all Daily Receipts and all checks, drafts and other instruments for the payment of money relating to the Accounts Receivable in the possession of the Collection Deposit Bank without depositing such Daily Receipts or such checks, drafts or other instruments in the Collection Deposit Account or any other account, *provided* that the Collection Deposit Bank may retain a reasonable reserve in a separate deposit account with the Collection Deposit Bank in respect of unpaid fees and amounts which may be subject to collection; *provided further* that this paragraph shall not limit the ability of the Collection Deposit Bank to, and the Collection Deposit Bank may, (a) exercise any right to set off against, or otherwise deduct from, any such funds to the extent necessary for the Collection Deposit Bank to collect any fees owed to it by the Grantor in connection with the Collection Deposit Account or (b) charge back and net against the Collection Deposit Account any returned or dishonored items or other adjustments in accordance with the Collection Deposit Bank's usual practices.

Upon receipt of written, telex or telecopy notice from the Collateral Agent so directing the Collection Deposit Bank at any time (which direction shall be given by the Collateral Agent in the event an Event of Default shall have been cured or waived in accordance with the Loan Documents or in the event that the events giving rise to any Trigger Date have been cured in accordance with the manner set forth in the definition of *"Trigger Event"* or waived in accordance with the Loan Documents, as applicable, and which notice shall be sent simultaneously to the Company), the Collection Deposit Bank shall permit, and the Collateral Agent hereby authorizes the Collection Deposit Bank to comply with the instructions of the Company and deliver funds thereto as contemplated in the first sentence of this Section 3.

4. Upon the occurrence and during the continuation of an Event of Default and on or after any Trigger Date, the Collection Deposit Bank shall, if requested by the Collateral Agent, furnish the Collateral Agent with monthly statements, in the form and manner typical for the Collection Deposit Bank, of amounts of deposits in, and amounts withdrawn from, the Collection Deposit Account and such other information relating to the Collection Deposit Account at such times as shall be reasonably requested by the Collateral Agent.

5. For purposes of this Agreement, any officer of the Collateral Agent shall be authorized to act, and to give instructions and notice, for the purposes set forth in this Agreement on behalf of the Collateral Agent hereunder.

6. The fees for the services of the Collection Deposit Bank shall be mutually agreed upon between the Grantor and the Collection Deposit Bank. The Collateral Agent shall not have any responsibility or liability for the payment of any such fee.

7. The Collection Deposit Bank may perform any of its duties hereunder by or through its agents, officers or employees and shall be entitled to rely upon the advice of counsel as to its duties. The Collection Deposit Bank shall not be liable to the Collateral Agent for any action required of the Collection Deposit Bank under the terms of this Agreement, if such action was taken or omitted to be taken by it in good faith, nor shall the Collection Deposit Bank be responsible to the Collateral Agent or the Grantor for the consequences of any oversight or error of judgment or be answerable to the Collateral Agent for the same unless the same shall happen through its gross negligence or willful misconduct.

8. In the event that the Grantor shall replace the Collection Deposit Bank (of which the Company shall notify the Collateral Agent in advance), the Collection Deposit Bank or the Grantor, as applicable, will (a) immediately transmit to the Cash Concentration Account all funds, if any, then on deposit in, or otherwise to the credit of, the Collection Deposit Account, (b) deliver directly to the successor collection deposit bank at the office specified in writing by the Grantor to the Collateral Agent all subsequently received Daily Receipts and all checks, drafts and other instruments for the payment of money relating to the Accounts Receivable that would have been deposited with the Collection Deposit Bank and (c) deliver any Daily Receipts or payments relating to the Accounts Receivable received by the Collection Deposit Bank after such replacement, in whatever form received, directly to the successor collection deposit bank at the office specified in writing by the Grantor to the Collateral Agent.

9. The Grantor consents to the appointment of the Collection Deposit Bank and agrees that it will not withdraw, or request to withdraw, funds from the Collection Deposit Account upon the occurrence and during the continuation of an Event of Default or on or after a Trigger Date, in each case after the receipt of the notice contemplated in Section 3 hereof unless such withdrawal is consented to in writing by the Collateral Agent. The Grantor acknowledges that the Collection Deposit Bank shall incur no liability to the Grantor as a result of any action taken pursuant to an instruction given by the Collateral Agent in accordance with the provisions of this Agreement.

10. The Collateral Agent agrees that it will provide the Collection Deposit Bank with notice as specified in Section 3 of this Agreement only if an Event of Default has occurred and is continuing or a Trigger Date has occurred, in each case under the Credit Agreement, and that it will provide the Collection Deposit Bank with notice of any cure of a Trigger Date (as cure is defined in the definition thereof) promptly after it has actual knowledge thereof.

11. The term of this Agreement shall extend from the date hereof until the earlier of (a) the date on which all Obligations (other than contingent obligations which, pursuant to the terms of this Agreement, the other Loan Documents or the Hedging Agreements described in clause (d) of the

definition of Obligations under the U.S. Security Agreement, survive the termination of this Agreement, the other Loan Documents or the Hedging Agreements described in clause (d) of the definition of Obligations under the U.S. Security Agreement) and (b) any date on which the Collection Deposit Bank shall not be serving in its capacity as collection deposit bank hereunder unless a Successor Collection Deposit Bank shall have accepted appointment as such, as provided in Section 8 above. The obligations of the Collection Deposit Bank contained in the clause (c) of Section 8 shall survive the termination of this Agreement.

12. All notices and communications hereunder shall be in writing (except where telephonic instructions or notices are authorized herein) and shall be deemed to have been received and shall be effective on the day on which delivered (including delivery by telex or facsimile) (a) in the case of the Subagent for the Collateral Agent, addressed to JPMorgan Chase Bank, Loan and Agency Services Group, One Chase Manhattan Plaza, 8th Floor, New York, New York 10081, to the attention of [] (Telecopy No. []) with a copy to JPMorgan Chase Bank, 270 Park Avenue, New York, New York 10017, to the attention of [], (Telecopy No. []), (b) in the case of the Collection Deposit Bank, addressed to _____, to the attention of _____, and (c) in the case of the Grantor, addressed to _____, to the attention of _____.

13. The Collection Deposit Bank will not (except as contemplated in Section 8 above) assign or transfer any of its rights or obligations hereunder (other than to the Collateral Agent or a Lender reasonably acceptable to the Collateral Agent) without the prior written consent of the other parties hereto.

14. This Agreement may be amended only by a written instrument executed by the Collateral Agent, the Collection Deposit Bank and the Grantor, acting by their representative officers thereunto duly authorized.

15. Except as otherwise provided in the Credit Agreement with respect to rights of set-off available to the Collection Deposit Bank in the event that it is also a Lender under the Credit Agreement, the Collection Deposit Bank hereby irrevocably waives, effective upon the occurrence and during the continuation of an Event of Default or a Trigger Date any right to set-off against, or otherwise deduct from, any funds then or at any time thereafter held in the Collection Deposit Account for any indebtedness or other claim then or at any time thereafter owed by the Grantor to the Collection Deposit Bank.

16. EXCEPT TO THE EXTENT THE LAWS OF THE STATE OF [] GOVERN THE COLLECTION DEPOSIT ACCOUNT, THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK (EXCLUDING THE CONFLICT OF LAWS PRINCIPLES THEREOF, BUT INCLUDING NEW YORK GENERAL OBLIGATIONS LAW SECTIONS 5-1401 AND 5-1402).

17. This Agreement (a) shall inure to the benefit of and be binding upon the Collateral Agent, the Collection Deposit Bank, the Grantor and their respective successors and assigns and (b) may be executed simultaneously in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

[THE GRANTOR]

By: _____

Name:

Title:

JPMORGAN CHASE BANK, as U.S.
Collateral Agent

By: _____

Name:

Title:

[_____]
as Collection Deposit Bank

By: _____

Name:

Title:

[U.S. PERFECTION CERTIFICATE]

SEE ATTACHED

U.S. PERFECTION CERTIFICATE

Reference is made to the Amended and Restated Credit Agreement, dated as of February 23, 2001 and amended and restated as of December 4, 2003 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among The Great Atlantic & Pacific Tea Company, Inc. (the "Company") the other borrowers party thereto (such borrowers, together with the Company, the "Borrowers"), the lenders from time to time party thereto (the "Lenders"), JPMorgan Chase Bank, as U.S. Administrative Agent (in such capacity, the "U.S. Administrative Agent") and U.S. Collateral Agent, and JPMorgan Chase Bank, Toronto Branch, as Canadian Administrative Agent and Canadian Collateral Agent. Capitalized terms used but not defined herein have the meanings assigned in the Credit Agreement or the U.S. Security Agreement referred to therein, as applicable.

The undersigned hereby certifies to the Collateral Agent and each other Secured Party as follows:

1. Names. (a) The exact corporate name of each Grantor, as such name appears in its respective certificate of incorporation or any other organizational document, is as follows:

See Schedule 1(a) attached hereto and made a part hereof.

(b) Set forth below is each other corporate name each Grantor has had in the past five years, together with the date of the relevant change:

See Schedule 1(b) attached hereto and made a part hereof.

(c) Except as set forth in Schedule 1(c) hereto, no Grantor has changed its identity or corporate structure in any way within the past five years. Changes in identity or corporate structure would include mergers, consolidations and acquisitions, as well as any change in the form, nature or jurisdiction of corporate organization. If any such change has occurred, include in Schedule 1(c) the information required by Sections 1 and 2 of this certificate as to each acquiree or constituent party to a merger or consolidation.

(d) The following is a list of all other names (including trade names or similar appellations) used by each Grantor or any of its divisions or other business units in connection with the conduct of its business or the ownership of its properties at any time during the past five years:

See Schedule 1(d) attached hereto and made a part hereof.

(e) Set forth in Schedule 1(a) hereto is the state of formation of each Grantor, the organizational identification number, if any, of each Grantor that is a registered organization and the Federal Taxpayer Identification Number of each Grantor. Each Grantor is (i) the type of entity disclosed next to its name in Schedule 1(a) and (ii) a registered organization except to the extent disclosed in Schedule 1(a).

2. Current Locations. (a) The chief executive office of each Grantor is located at the address set forth in Schedule 2(a) attached hereto.

(b) Set forth in Schedule 2(b) attached hereto are all locations where each Grantor maintains any books or records relating to any Accounts Receivable (with each location at which chattel paper, if any, is kept being indicated by an "*").

(c) Set forth in Schedule 2(c) are all the locations where each Grantor maintains any Collateral not identified above.

(d) Set forth in Schedule 2(d) opposite the name of each Grantor are all the places of business of such Grantor not identified in paragraph (a), (b) or (c) above.

(e) Set forth in Schedule 2(e) opposite the name of each Grantor are the names and addresses of all Persons other than such Grantor that have possession as a bailee or consignee of any of the Collateral of such Grantor.

3. Unusual Transactions. All Accounts Receivable have been originated by the Grantors and all Inventory has been acquired by the Grantors in the ordinary course of business.

4. File Search Reports. File search reports have been obtained from each Uniform Commercial Code filing office identified with respect to such Grantor in Section 2 hereof, and such search reports reflect no liens against any of the Collateral other than those permitted under the Credit Agreement.

5. UCC Filings. Financing statements on Form UCC-1 and Form UCC-3 in substantially the form of Schedule 5 hereto have been prepared for filing in the Uniform Commercial Code filing office in each jurisdiction identified with respect to such Grantor in Section 2 hereof.

6. Schedule of Filings. Attached hereto as Schedule 6 is a schedule setting forth, with respect to the filings described in Section 5 above, each filing and the filing office in which such filing is to be made.

7. Stock Ownership and other Equity Interests. Attached hereto as Schedule 7 is a true and correct list of all the issued and outstanding stock, partnership interests, limited liability company membership interests or other equity interest of any Borrower and each Subsidiary and the record and beneficial owners of such stock, partnership interests, membership interests or other equity interests. Also set forth on Schedule 7 is each equity investment of each Borrower or any Subsidiary that represents 50% or less of the equity of the entity in which such investment was made.

8. Mortgage Filings. Attached hereto as Schedule 8 is a schedule setting forth, with respect to each Mortgaged Property, (a) the exact name of the Person that owns such property as such name appears in its certificate of incorporation or other organizational document, (b) if different from the name identified pursuant to clause (a), the exact name of the current record owner of such property reflected in the records of the filing office for such


property identified pursuant to the following clause and (c) the filing office in which a Mortgage with respect to such property must be filed or recorded in order for the Collateral Agent to obtain a perfected security interest therein.

9. Intellectual Property. Attached hereto as **Schedule 9(a)** in proper form for filing with the United States Patent and Trademark Office is a schedule setting forth all of each Grantor's Patents, Patent Licenses, Trademarks and Trademark Licenses, including the name of the registered owner, the registration number and the expiration date of each Patent, Patent License, Trademark and Trademark License owned by any Grantor. Attached hereto as **Schedule 9(b)** in proper form for filing with the United States Copyright Office is a schedule setting forth all of each Grantor's Copyrights and Copyright Licenses, including the name of the registered owner, the registration number and the expiration date of each Copyright or Copyright License owned by any Grantor.

IN WITNESS WHEREOF, the undersigned has duly executed this certificate on
this 4th day of December, 2003.

THE GREAT ATLANTIC & PACIFIC TEA
COMPANY, INC.

By:



Name: Mitchell P. Goldstein
Title: Senior Vice President, Chief
Financial Officer

PERFECTION CERTIFICATE

TRADEMARK
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SCHEDULE 1(a)

Grantor	Type of Entity	Registered Organization (Yes/No)	Organizational Number	Federal Taxpayer Identification Number	State of Formation
The Great Atlantic & Pacific Tea Company, Inc.	Corp.	Y	D00232520	13-1890974	Maryland
A&P Wine and Spirits, Inc.	Corp.	Y	STATE USES FID #	04-3210452	Massachusetts
ANP Properties I Corp.	Corp.	Y	0836799	22-2151866	Delaware
ANP Sales Corp.	Corp.	Y	D01292200	22-2384378	Maryland
APW Produce Company, Inc.	Corp.	Y	N/A	11-1785084	New York
APW Supermarket Corporation	Corp.	Y	2108804	11-2857132	Delaware
APW Supermarkets, Inc.	Corp.	Y	N/A	22-3119509	New York
Big Star, Inc.	Corp.	Y	1508194	22-2630238	Georgia
Borman's, Inc. d/b/a Farmer Jack	Corp.	Y	0707723	38-1339761	Delaware
Compass Foods, Inc.	Corp.	Y	0718209	13-2640653	Delaware
Family Center, Inc. d/b/a Family Mart	Corp.	Y	0825523	22-2121119	Delaware
Food Basics, Inc.	Corp.	Y	3408929	22-3821210	Delaware
Futurestore Food Markets, Inc.	Corp.	Y	2050737	22-2576786	Delaware
The Great Atlantic & Pacific Tea Company of Vermont, Inc.	Corp.	Y	F03081	13-1953865	Vermont
Hopelawn Property I, Inc.	Corp.	Y	2895268	22-3596590	Delaware
Kohl's Food Stores, Inc.	Corp.	Y	1K11381	22-2472508	Wisconsin
Kwik Save, Inc.	Corp.	Y	194133	23-1658636	Pennsylvania
Limited Foods, Inc.	Corp.	Y	2496015	22-3365137	Delaware
Lo-Lo Discount Stores, Inc.	Corp.	Y	22243900	13-2378662	Texas
Montvale Holdings, Inc.	Corp.	Y	0100694867	22-3486664	New Jersey
Shopwell, Inc. d/b/a Food Emporium	Corp.	Y	0452728	13-1703304	Delaware
Southern Acquisition Corporation	Corp.	Y	2174367	22-3169659	Delaware
Southern Development Inc. of Delaware	Corp.	Y	2060287	22-2613925	Delaware
Super Fresh Food Markets, Inc.	Corp.	Y	2071021	22-2402491	Delaware
Super Fresh Food Markets of Maryland, Inc.	Corp.	Y	D01521707	22-2433850	Maryland

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Grantor	Type of Entity	Registered Organization (Yes/No)	Organizational Number	Federal Taxpayer Identification Number	State of Formation
Super Fresh/Sav-A-Center, Inc.	Corp.	Y	2060287	22-2630228	Delaware
Super Fresh Food Markets of Virginia, Inc.	Corp.	Y	2071021	22-2709413	Delaware
Super Market Service Corp.	Corp.	Y	348388	24-0835014	Pennsylvania
Super Plus Food Warehouse, Inc.	Corp.	Y	0945012	22-2419532	Delaware
Supermarket Distribution Service Corp.	Corp.	Y	0100066728	22-2213135	New Jersey
Supermarket Distribution Service-Florence, Inc.	Corp.	Y	0100186365	22-2435824	New Jersey
Supermarket Distribution Services, Inc.	Corp.	Y	0902708	22-2323850	Delaware
Supermarket Systems, Inc.	Corp.	Y	0831033	22-2132106	Delaware
Tea Development Co. Inc.	Corp.	Y	2538848	22-3397431	Delaware
The South Dakota Great Atlantic & Pacific Tea Company, Inc.	Corp.	Y	FB001432	22-2524647	South Dakota
Transco Service-Milwaukee, Inc.	Corp.	Y	0100220468	22-2507978	New Jersey
Waldbaum, Inc. d/b/a Waldbaum, Inc. and Food Mart	Corp.	Y	N/A	11-1448599	New York
W.S.L. Corporation	Corp.	Y	0100222417	22-2539534	New Jersey
2008 Broadway, Inc.	Corp.	Y	N/A	22-2340986	New York

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SCHEDULE 1(b)

NONE.

SCHEDULE 1(c)

AM HOLDINGS, INC. (REVOKED/DISSOLVED)
ARNOLD'S PHARMACIES INTO BORMAN'S, INC.
ASSOCIATED FOOD DISTRIBUTORS, INC. INTO BORMAN'S, INC.
ASSOCIATED GROUP GROCERS (REVOKED/DISSOLVED)
AW HOLDINGS, INC. (REVOKED/DISSOLVED)
BAC 51, INC. INTO BORMAN'S, INC.
BAC 52, INC. INTO BORMAN'S, INC.
BAC 53, INC. INTO BORMAN'S, INC.
BAC 54, INC. INTO BORMAN'S, INC.
BAC 55, INC. INTO BORMAN'S, INC.
BAC 57, INC. INTO BORMAN'S, INC.
BAC BREAD CORP. (REVOKED/DISSOLVED)
BAC CULTURE CORP. (REVOKED/DISSOLVED)
BAC HOLDINGS, CORP. INTO BORMAN'S, INC.
BAC ICE CREAM CORP. (REVOKED/DISSOLVED)
BAC MILK CORP. INTO BORMAN'S, INC.
BORMAN WAREHOUSES, INC. INTO BORMAN'S, INC.
BROOK-VALE EQUITIES, INC. INTO WALDBAUM, INC.
C.P. IMPROVEMENT CORP. INTO WALDBAUM, INC.
CARTON COMPANY, INC. (REVOKED/DISSOLVED)
CERTIFIED GROCERS, INC. (REVOKED/DISSOLVED)
CERTIFIED WHOLESALERS, INC. (REVOKED/DISSOLVED)
CROSS BAY PLAZA CORPORATION INTO WALDBAUM, INC.
D.C.D. LEASING CORP. INTO SHOPWELL, INC.
FARMER JACK DIVISION INC. (REVOKED/DISSOLVED)
FARMINGDALE MARKETPLACE, INC. INTO WALDBAUM, INC.

FOOD FAIR, INC. INTO BORMAN'S, INC.
FRESHTOWN, INC. INTO SHOPWELL, INC.
FRONT STREET IMPROVEMENT CORP. INTO WALDBAUM, INC.
FUNNEL EQUITIES, INC. INTO WALDBAUM, INC.
GALLEY PARK, INC. (REVOKED/DISSOLVED)
GUN HILL PLAZA CORPORATION INTO WALDBAUM, INC.
HILLS-TRUMBULL CORPORATION INTO WALDBAUM, INC.
HOLYOKE PLAZA CORP. INTO WALDBAUM, INC.
HUNTINGTON MARKEPLACE, INC. INTO WALDBAUM, INC.
LONDON TERRACE SUPERMARKET INTO SHOPWELL, INC.
MILK PROPERTIES, INC. INTO BORMAN'S, INC.
MODERN FOTO, INC. (REVOKED/DISSOLVED)
MT. VERNON MARKETPLACE, INC. INTO WALDBAUM, INC.
MW HOLDINGS, INC. (REVOKED/DISSOLVED)
NORTH JERSEY PROPERTIES, INC. III (DE) INTO THE GREAT ATLANTIC & PACIFIC
TEA COMPANY, INC. (MD)
NORTHGATE ADVERTISING, CO. (REVOKED/DISSOLVED)
NW HOLDINGS, INC. (REVOKED/DISSOLVED)
PAY LESS GROCERY CORP. INTO SHOPWELL, INC.
PINE HOLLOW, INC. (REVOKED/DISSOLVED)
PITTS PACKING CO. (REVOKED/DISSOLVED)
R.L.S. INVESTMENTS, INC. (REVOKED/DISSOLVED)
REGINA PROPERTIES, INC. III (NJ) INTO
THE GREAT ATLANTIC & PACIFIC TEA COMPANY, INC. (MD)
RM HOLDINGS, INC. (REVOKED/DISSOLVED)
ROM PHARMACY INTO WALDBAUM, INC.
SHOPMORE, INC. INTO SHOPWELL, INC.
SHOPWELL INTERNATIONAL, LTD. INTO SHOPWELL, INC.
SHOPWELL REALTIES, INC. INTO SHOPWELL, INC.

SHOPWELL'S PHARMACY, INC. INTO SHOPWELL

SHOPWELL'S VALUE CENTER INTO SHOPWELL, INC.

THE PARTY EMPORIUM, INC. (REVOKED/DISSOLVED)

WINE & SPIRIT EMPORIUM OF EAST GREENWICH, INC. (REVOKED/DISSOLVED)

WORLD HARVEST, INC. (REVOKED/DISSOLVED)

Y.D.S. INC. (REVOKED/DISSOLVED)

SCHEDULE 1(d)

The Company operates in 11 states, the District of Columbia and Ontario, Canada under the following trade names: A&P, Waldbaum's, Food Emporium, Super Foodmart, Super Fresh, Farmer Jack, Sav-A-Center, Dominion, The Barn Markets, Food Basics and Ultra Food & Drug.

SCHEDULE 2(a)**Chief Executive Offices**

Grantor	Mailing Address	County	State
The Great Atlantic & Pacific Tea Company, Inc.	2 Paragon Drive, Montvale	Bergen	NJ
A&P Wine and Spirits, Inc.	2 Paragon Drive, Montvale	Bergen	NJ
ANP Properties I Corp.	2 Paragon Drive, Montvale	Bergen	NJ
ANP Sales Corp.	2 Paragon Drive, Montvale	Bergen	NJ
APW Produce Company, Inc.	2 Paragon Drive, Montvale	Bergen	NJ
APW Supermarkets Corporation	2 Paragon Drive, Montvale	Bergen	NJ
APW Supermarkets, Inc.	2 Paragon Drive, Montvale	Bergen	NJ
Big Star, Inc.	2 Paragon Drive, Montvale	Bergen	NJ
Borman's, Inc. d/b/a Farmer Jack	Mailing Address: 18718 Borman Avenue Detroit, MI 48228 For Annual Report: 2 Paragon Drive, Montvale	Wayne Bergen	MI NJ
Compass Foods, Inc.	2 Paragon Drive, Montvale	Bergen	NJ
Family Center, Inc. d/b/a Family Mart	2 Paragon Drive, Montvale	Bergen	NJ
Food Basics, Inc.	2 Paragon Drive, Montvale	Bergen	NJ
Futurestore Food Markets, Inc.	2 Paragon Drive, Montvale	Bergen	NJ
The Great Atlantic & Pacific Tea Company of Vermont, Inc.	2 Paragon Drive, Montvale	Bergen	NJ
Hopelawn Property I, Inc.	2 Paragon Drive, Montvale	Bergen	NJ
Kohl's Food Stores, Inc.	Mailing Address: P.O. Box 210860 For Annual Report: 2 Paragon Drive, Montvale	Milwaukee Bergen	WI NJ
Kwik Save, Inc.	2 Paragon Drive, Montvale	Bergen	NJ
Limited Foods, Inc.	2 Paragon Drive, Montvale	Bergen	NJ
Lo-Lo Discount Stores, Inc.	2 Paragon Drive, Montvale	Bergen	NJ
Montvale Holdings, Inc.	2 Paragon Drive, Montvale	Bergen	NJ
Shopwell, Inc. d/b/a Food Emporium	Mailing Address: 20 Livingston Avenue, Dobbs Ferry For Annual Report: 2 Paragon Drive Montvale, NJ 07645	Dobbs Ferry Bergen	NY NJ
Southern Acquisition Corporation	2 Paragon Drive, Montvale	Bergen	NJ
Southern Development Inc. of Delaware	2 Paragon Drive, Montvale	Bergen	NJ
Super Fresh Food Markets, Inc.	Mailing Address: 1 Woodhaven Rd., Suite 201 Bensalem, PA 19020		PA

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Grantor	Mailing Address	County	State
	For Annual Report: 2 Paragon Drive, Montvale	Bergen	NJ
Super Fresh Food Markets of Maryland, Inc.	2 Paragon Drive, Montvale	Bergen	NJ
Super Fresh/Sav-A-Center, Inc.	2 Paragon Drive, Montvale	Bergen	NJ
Super Fresh Food Markets of Virginia, Inc.	2 Paragon Drive, Montvale	Bergen	NJ
Super Market Service Corp.	2 Paragon Drive, Montvale	Bergen	NJ
Super Plus Food Warehouse, Inc.	2 Paragon Drive, Montvale	Bergen	NJ
Supermarket Distribution Service Corp.	2 Paragon Drive, Montvale	Bergen	NJ
Supermarket Distribution Service-Florence, Inc.	2 Paragon Drive, Montvale	Bergen	NJ
Supermarket Distribution Services, Inc.	2 Paragon Drive, Montvale	Bergen	NJ
Supermarket Systems, Inc.	2 Paragon Drive, Montvale	Bergen	NJ
Tea Development Co. Inc.	2 Paragon Drive, Montvale	Bergen	NJ
The South Dakota Great Atlantic & Pacific Tea Company, Inc.	2 Paragon Drive, Montvale	Bergen	NJ
Transco Service-Milwaukee, Inc.	2 Paragon Drive, Montvale	Bergen	NJ
Waldbaum, Inc. d/b/a Waldbaum, Inc. and Food Mart	2 Paragon Drive, Montvale	Bergen	NJ
W.S.L. Corporation	2 Paragon Drive, Montvale	Bergen	NJ
2008 Broadway, Inc.	2 Paragon Drive, Montvale	Bergen	NJ

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SCHEDULE 2(b)

Accounts Receivable Books and Records
(Each location at which chattel paper is located, if any,
is indicated by an “*”)

Grantor	Mailing Address	County	State
The Great Atlantic & Pacific Tea Company, Inc.	2 Paragon Drive, Montvale	Bergen	NJ
A&P Wine and Spirits, Inc.	2 Paragon Drive, Montvale	Bergen	NJ
ANP Properties I Corp.	2 Paragon Drive, Montvale	Bergen	NJ
ANP Sales Corp.	2 Paragon Drive, Montvale	Bergen	NJ
APW Produce Company, Inc.	2 Paragon Drive, Montvale	Bergen	NJ
APW Supermarkets Corporation	2 Paragon Drive, Montvale	Bergen	NJ
APW Supermarkets, Inc.	2 Paragon Drive, Montvale	Bergen	NJ
Big Star, Inc.	2 Paragon Drive, Montvale	Bergen	NJ
Borman's, Inc. d/b/a Farmer Jack	Mailing Address: 18718 Borman Avenue Detroit, MI 48228 For Annual Report: 2 Paragon Drive, Montvale	Wayne Bergen	MI NJ
Compass Foods, Inc.	2 Paragon Drive, Montvale	Bergen	NJ
Family Center, Inc. d/b/a Family Mart	2 Paragon Drive, Montvale	Bergen	NJ
Food Basics, Inc.	2 Paragon Drive, Montvale	Bergen	NJ
Futurestore Food Markets, Inc.	2 Paragon Drive, Montvale	Bergen	NJ
The Great Atlantic & Pacific Tea Company of Vermont, Inc.	2 Paragon Drive, Montvale	Bergen	NJ
Hopelawn Property I, Inc.	2 Paragon Drive, Montvale	Bergen	NJ
Kohl's Food Stores, Inc.	Mailing Address: P.O. Box 210860 For Annual Report: 2 Paragon Drive, Montvale	Milwaukee Bergen	WI NJ
Kwik Save, Inc.	2 Paragon Drive, Montvale	Bergen	NJ
Limited Foods, Inc.	2 Paragon Drive, Montvale	Bergen	NJ
Lo-Lo Discount Stores, Inc.	2 Paragon Drive, Montvale	Bergen	NJ
Montvale Holdings, Inc.	2 Paragon Drive, Montvale	Bergen	NJ
Shopwell, Inc. d/b/a Food Emporium	Mailing Address: 20 Livingston Avenue, Dobbs Ferry For Annual Report: 2 Paragon Drive Montvale, NJ 07645	Dobbs Ferry Bergen	NY NJ
Southern Acquisition Corporation	2 Paragon Drive, Montvale	Bergen	NJ
Southern Development Inc. of Delaware	2 Paragon Drive, Montvale	Bergen	NJ

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Grantor	Mailing Address	County	State
Super Fresh Food Markets, Inc.	Mailing Address: 1 Woodhaven Rd., Suite 201 Bensalem, PA 19020 For Annual Report: 2 Paragon Drive, Montvale	Bergen	PA NJ
Super Fresh Food Markets of Maryland, Inc.	2 Paragon Drive, Montvale	Bergen	NJ
Super Fresh/Sav-A-Center, Inc.	2 Paragon Drive, Montvale	Bergen	NJ
Super Fresh Food Markets of Virginia, Inc.	2 Paragon Drive, Montvale	Bergen	NJ
Super Market Service Corp.	2 Paragon Drive, Montvale	Bergen	NJ
Super Plus Food Warehouse, Inc.	2 Paragon Drive, Montvale	Bergen	NJ
Supermarket Distribution Service Corp.	2 Paragon Drive, Montvale	Bergen	NJ
Supermarket Distribution Service-Florence, Inc.	2 Paragon Drive, Montvale	Bergen	NJ
Supermarket Distribution Services, Inc.	2 Paragon Drive, Montvale	Bergen	NJ
Supermarket Systems, Inc.	2 Paragon Drive, Montvale	Bergen	NJ
Tea Development Co. Inc.	2 Paragon Drive, Montvale	Bergen	NJ
The South Dakota Great Atlantic & Pacific Tea Company, Inc.	2 Paragon Drive, Montvale	Bergen	NJ
Transco Service-Milwaukee, Inc.	2 Paragon Drive, Montvale	Bergen	NJ
Waldbaum, Inc. d/b/a Waldbaum, Inc. and Food Mart	2 Paragon Drive, Montvale	Bergen	NJ
W.S.L. Corporation	2 Paragon Drive, Montvale	Bergen	NJ
2008 Broadway, Inc.	2 Paragon Drive, Montvale	Bergen	NJ

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SCHEDULE 2(c)**Locations of Collateral**

Grantor	Address	County	State	Store
The Great Atlantic & Pacific Tea Company, Inc.	293 Rt. 206 Flanders, NJ 07836	Morris	New Jersey	A&P
The Great Atlantic & Pacific Tea Company, Inc.	500 Milltown Road North Brunswick, NJ 08902	Middlesex	New Jersey	A&P
The Great Atlantic & Pacific Tea Company, Inc.	148 Center Grove Rd. Randolph, NJ 07869	Morris	New Jersey	A&P
The Great Atlantic & Pacific Tea Company, Inc.	1875 State Highway Route 57 Mansfield, NJ 07840	Warren	New Jersey	A&P
The Great Atlantic & Pacific Tea Company, Inc.	63 Wanaque Avenue Pompton Lakes, NJ 07442	Passaic	New Jersey	A&P
The Great Atlantic & Pacific Tea Company, Inc.	789 Route 35 Woodbridge, NJ 07095	Middlesex	New Jersey	A&P
The Great Atlantic & Pacific Tea Company, Inc.	922 Danbury Rd. Wilton, CT 06897	Fairfield	Connecticut	A&P Super Foodmart
The Great Atlantic & Pacific Tea Company, Inc.	1 Padanaram St. Danbury, CT 06812	Fairfield	Connecticut	A&P Super Foodmart
The Great Atlantic & Pacific Tea Company, Inc.	Route 51, 90 Halls Road Old Lyme, CT 06371	New London	Connecticut	A&P Super Foodmart
The Great Atlantic & Pacific Tea Company, Inc.	Bridge St. Margaretville, NY 12455	Delaware	New York	A&P Super Foodmart
The Great Atlantic & Pacific Tea Company, Inc.	12720 S. Saginaw Grand Blanc, MI 48439	Genesee	Michigan	Farmer Jack
The Great Atlantic & Pacific Tea Company, Inc.	1315 Washington St. Midland, MI 48640	Midland	Michigan	Farmer Jack
The Great Atlantic & Pacific Tea Company, Inc.	4692 State St. Saginaw, MI 48603	Saginaw	Michigan	Farmer Jack
The Great Atlantic & Pacific Tea Company, Inc.	7121 Dixie Highway Clarkston, MI 48346	Oakland	Michigan	Farmer Jack
The Great Atlantic & Pacific Tea Company, Inc.	1101 Lapeer Rd. Lake Orion, MI 48360	Oakland	Michigan	Farmer Jack
The Great Atlantic & Pacific Tea Company, Inc.	41840 W. Ten Mile Rd. Novi, MI 48375	Oakland	Michigan	Farmer Jack
The Great Atlantic & Pacific Tea Company, Inc.	1459 Rochester Road Rochester Hills, MI 48307	Oakland	Michigan	Farmer Jack
The Great Atlantic & Pacific Tea Company, Inc.	25291 Telegraph Southfield, MI 48034	Oakland	Michigan	Farmer Jack
The Great Atlantic & Pacific Tea Company, Inc.	7215 E. Ten Mile Rd. Center Line, MI 48015	Macomb	Michigan	Farmer Jack
The Great Atlantic & Pacific Tea Company, Inc.	3995 E. Fourteen Mile Sterling Heights, MI 48310	Macomb	Michigan	Farmer Jack
The Great Atlantic & Pacific Tea Company, Inc.	10900 Belleville Rd. Belleville, MI 48111	Wayne	Michigan	Farmer Jack
The Great Atlantic & Pacific Tea Company, Inc.	43403 Joy Rd. Canton, MI 48187	Wayne	Michigan	Farmer Jack

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Grantor	Address	County	State	Store
The Great Atlantic & Pacific Tea Company, Inc.	20125 Ann Arbor Trail Dearborn Heights, MI 48127	Wayne	Michigan	Farmer Jack
The Great Atlantic & Pacific Tea Company, Inc.	2400 W. Fort Street Lincoln Park, MI 48146	Wayne	Michigan	Farmer Jack
The Great Atlantic & Pacific Tea Company, Inc.	35400 Michigan Ave. Wayne, MI 48184	Wayne	Michigan	Farmer Jack
The Great Atlantic & Pacific Tea Company, Inc.	87 Main Street Hastings-on-Hudson, NY 10706	Westchester	New York	Food Emporium
The Great Atlantic & Pacific Tea Company, Inc.	23 Quaker Ridge Road New Rochelle, NY 10804	Westchester	New York	Food Emporium
The Great Atlantic & Pacific Tea Company, Inc.	405 East 59 th at Bridge Market New York, NY 10022	New York	New York	Food Emporium
The Great Atlantic & Pacific Tea Company, Inc.	1660 Second Ave. New York, NY 10021	New York	New York	Food Emporium
The Great Atlantic & Pacific Tea Company, Inc.	1450 Third Ave. New York, NY 10028	New York	New York	Food Emporium
The Great Atlantic & Pacific Tea Company, Inc.	316 1/2 Greenwich St. New York, NY 10013	New York	New York	Food Emporium
The Great Atlantic & Pacific Tea Company, Inc.	2008 Broadway New York, NY 10019	New York	New York	Food Emporium
The Great Atlantic & Pacific Tea Company, Inc.	280 Elm Street New Canaan, CT 06840	Fairfield	Connecticut	Food Emporium
The Great Atlantic & Pacific Tea Company, Inc.	1267 Boston Post Road Riverside, CT 06870	Fairfield	Connecticut	Food Emporium
The Great Atlantic & Pacific Tea Company, Inc.	160 W. Putnam Avenue Old Greenwich, CT 06830	Fairfield	Connecticut	Food Emporium
The Great Atlantic & Pacific Tea Company, Inc.	510 Middleneck Rd. Great Neck, NY 11023	Nassau	New York	Food Emporium
The Great Atlantic & Pacific Tea Company, Inc.	12-14 Cedar Street Bronxville, NY 10708	Westchester	New York	Food Emporium
The Great Atlantic & Pacific Tea Company, Inc.	450 Main Street Armonk, NY 10504	Westchester	New York	Food Emporium
The Great Atlantic & Pacific Tea Company, Inc.	Hunting Ridge Mall Bedford, NY 10506	Westchester	New York	Food Emporium
The Great Atlantic & Pacific Tea Company, Inc.	1331 First Ave. New York, NY 10021	New York	New York	Food Emporium
The Great Atlantic & Pacific Tea Company, Inc.	200 East 32 St. New York, NY 10016	New York	New York	Food Emporium
The Great Atlantic & Pacific Tea Company, Inc.	1175 Third Ave. New York, NY 10021	New York	New York	Food Emporium
The Great Atlantic & Pacific Tea Company, Inc.	1211 Madison Ave. New York, NY 10028	New York	New York	Food Emporium
The Great Atlantic & Pacific Tea Company, Inc.	475 6th Ave. New York, NY 10001	New York	New York	Food Emporium
The Great Atlantic & Pacific Tea Company, Inc.	10 Union Square 14th Street & Park Avenue New York, NY 10003	New York	New York	Food Emporium
The Great Atlantic & Pacific Tea Company, Inc.	810 Eighth Avenue New York, NY 10019	New York	New York	Food Emporium

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Grantor	Address	County	State	Store
The Great Atlantic & Pacific Tea Company, Inc.	1110 Youngsford Road Gladwynne, PA 19035	Montgomery	Pennsylvania	Super Fresh
The Great Atlantic & Pacific Tea Company, Inc.	5th & Pine Streets Philadelphia, PA 19106	Philadelphia	Pennsylvania	Super Fresh
The Great Atlantic & Pacific Tea Company, Inc.	7162 Ridge Avenue Philadelphia, PA 19128	Philadelphia	Pennsylvania	Super Fresh
The Great Atlantic & Pacific Tea Company, Inc.	10th & South Streets Philadelphia, PA 19147	Philadelphia	Pennsylvania	Super Fresh
The Great Atlantic & Pacific Tea Company, Inc.	3070 Welsh Road Willow Grove, PA 19090	Montgomery	Pennsylvania	Super Fresh
The Great Atlantic & Pacific Tea Company, Inc.	250 E. Lancaster Avenue Wynnewood, PA 19096	Montgomery	Pennsylvania	Super Fresh
The Great Atlantic & Pacific Tea Company, Inc.	20 Courthouse South & Dennis Road Cape May, NJ 08210	Cape May	New Jersey	Super Fresh
The Great Atlantic & Pacific Tea Company, Inc.	2465 South Broadway Street Hamilton Township, NJ 08520	Mercer	New Jersey	Super Fresh
The Great Atlantic & Pacific Tea Company, Inc.	609 E. Bay Avenue Manahawkin, NJ 08050	Ocean	New Jersey	Super Fresh
The Great Atlantic & Pacific Tea Company, Inc.	Rt. #38 & Lumberton Road Mt. Holly, NJ 08060	Burlington	New Jersey	Super Fresh
The Great Atlantic & Pacific Tea Company, Inc.	26th & Delaware Avenue Wildwood, NJ 08260	Cape May	New Jersey	Super Fresh
The Great Atlantic & Pacific Tea Company, Inc.	4330 48th Street NW Washington, DC 20016	District of Columbia	District of Columbia	Super Fresh
The Great Atlantic & Pacific Tea Company, Inc.	10 Newberry Commons Etters, PA 17319	York	Pennsylvania	Super Fresh
The Great Atlantic & Pacific Tea Company, Inc.	4825 Glenn Dale Road Bowie, MD 20820	Prince George's	Maryland	Super Fresh
The Great Atlantic & Pacific Tea Company, Inc.	1238 Bay Dale Drive Arnold, MD 21012	Anne Arundel	Maryland	Super Fresh
The Great Atlantic & Pacific Tea Company, Inc.	7005 Security Boulevard Baltimore, MD 21207	Baltimore	Maryland	Super Fresh
The Great Atlantic & Pacific Tea Company, Inc.	1020 West 41st Street Baltimore, MD 21211	Baltimore	Maryland	Super Fresh
The Great Atlantic & Pacific Tea Company, Inc.	2495 Frederick Avenue Baltimore, MD 21223	Baltimore	Maryland	Super Fresh
The Great Atlantic & Pacific Tea Company, Inc.	Rt. 24 & Bel Aire Rd. W. Baltimore National Pike Bel Air, MD 21014	Harford	Maryland	Super Fresh
The Great Atlantic & Pacific Tea Company, Inc.	40 Souder Road Brunswick, MD 21716	Frederick	Maryland	Super Fresh
The Great Atlantic & Pacific Tea Company, Inc.	Rt. 213 & 17 Washington Square Chestertown, MD 21620	Kent	Maryland	Super Fresh
The Great Atlantic & Pacific Tea Company, Inc.	101 Marlboro Easton, MD 21601	Talbot	Maryland	Super Fresh
The Great Atlantic & Pacific Tea Company, Inc.	7280 Montgomery Road Elkridge, MD 21075	Howard	Maryland	Super Fresh

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TRADEMARK
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Grantor	Address	County	State	Store
The Great Atlantic & Pacific Tea Company, Inc.	3301 North Ridge Rd. Ellicott City, MD 21043	Howard	Maryland	Super Fresh
The Great Atlantic & Pacific Tea Company, Inc.	5830 Ballenger Creek Pike Frederick, MD 21703	Frederick	Maryland	Super Fresh
The Great Atlantic & Pacific Tea Company, Inc.	7740 Ritchie Highway Glen Burnie, MD 21061	Anne Arundel	Maryland	Super Fresh
The Great Atlantic & Pacific Tea Company, Inc.	504 E. Ridgeville Boulevard Mount Airy, MD 21771	Carroll	Maryland	Super Fresh
The Great Atlantic & Pacific Tea Company, Inc.	11531 Coastal Highway Ocean City, MD 21842	Worcester	Maryland	Super Fresh
The Great Atlantic & Pacific Tea Company, Inc.	37 W. Aylesbury Ave. Timonium, MD 21093	Baltimore	Maryland	Super Fresh
The Great Atlantic & Pacific Tea Company, Inc.	832 Dulaney Valley Road Towson, MD 21204	Baltimore	Maryland	Super Fresh
The Great Atlantic & Pacific Tea Company, Inc.	Englar Road & Route 140 Westminster, MD 21157	Carroll	Maryland	Super Fresh
The Great Atlantic & Pacific Tea Company, Inc.	12028 Cherry Hill Rd. White Oak, MD 20904	Montgomery	Maryland	Super Fresh
The Great Atlantic & Pacific Tea Company, Inc.	1000 W. Esplanade Ave., Kenner, LA70065	Jefferson	Louisiana	Sav-A-Center
The Great Atlantic & Pacific Tea Company, Inc.	2424 Flatbush Ave. Brooklyn, NY 11234	Kings	New York	Waldbaums
The Great Atlantic & Pacific Tea Company, Inc.	500 W. Merrick Rd. Valley Stream, NY 11580	Nassau	New York	Waldbaums
The Great Atlantic & Pacific Tea Company, Inc.	595 Old Country Rd. Westbury, NY 11590	Nassau	New York	Waldbaums
The Great Atlantic & Pacific Tea Company, Inc.	40 Vanderbilt Parkway Commack, NY 11725	Suffolk	New York	Waldbaums
The Great Atlantic & Pacific Tea Company, Inc.	Newtown Lane East Hampton, NY 11937	Suffolk	New York	Waldbaums
The Great Atlantic & Pacific Tea Company, Inc.	328 Union Ave. Holbrook, NY 11741	Suffolk	New York	Waldbaums
The Great Atlantic & Pacific Tea Company, Inc.	Rt. 25 & Factory Avenue Mattituck, NY 11952	Suffolk	New York	Waldbaums
The Great Atlantic & Pacific Tea Company, Inc.	890 Walt Whitman Road Melville, NY 11747	Suffolk	New York	Waldbaums
The Great Atlantic & Pacific Tea Company, Inc.	323 Rt. 25A Miller Place, NY 11764	Suffolk	New York	Waldbaums
The Great Atlantic & Pacific Tea Company, Inc.	Main Street & Jagger Lane Southampton, NY 11968	Suffolk	New York	Waldbaums
The Great Atlantic & Pacific Tea Company, Inc.	Sunset Avenue Westhampton, NY 11978	Suffolk	New York	Waldbaums
The Great Atlantic & Pacific Tea Co., Inc.	100A Boston Ave. Bridgeport, CT 06610	Fairfield	Connecticut	Warehouse Liquor
The Great Atlantic & Pacific Tea Co., Inc.	Killingly Plaza Killingly, CT 06241	Windham	Connecticut	Wines & Spirits
The Great Atlantic & Pacific Tea Co., Inc.	61-63 Frontage East Haven, CT 06512	New Haven	Connecticut	Warehouse Liquor
The Great Atlantic & Pacific Tea Co., Inc.	503 N. Colony Road Wallingford, CT 06592	New Haven	Connecticut	Warehouse Liquor

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Grantor	Address	County	State	Store
The Great Atlantic & Pacific Tea Co., Inc.	1763 Chesaco Ave. Rosedale, MD 21237	Baltimore	Maryland	Super Fresh Food Market
The Great Atlantic & Pacific Tea Co., Inc.	Route 6 & Miller Road Mahopac, NY 10541	Putnam	New York	A & P Food Market
The Great Atlantic & Pacific Tea Co., Inc.	Route 22 Brewster, NY 10509	Putnam	New York	A & P Super Food Market
The Great Atlantic & Pacific Tea Co., Inc.	East Main Street & Route 6 Shrub Oak, NY 10588	Westchester	New York	A & P Food Market
The Great Atlantic & Pacific Tea Co., Inc.	805 Mamaroneck Mamaroneck, NY 10543	Westchester	New York	A & P Food Market
The Great Atlantic & Pacific Tea Co., Inc.	Route 6 & Stoneleigh Ave. Carmel, NY 10512	Putnam	New York	A&P Sav-A-Center
The Great Atlantic & Pacific Tea Co., Inc.	Rt. 6, Town Center Mall Mohegan Lake, NY 10547	Westchester	New York	A & P Super Food Market
The Great Atlantic & Pacific Tea Co., Inc.	Rts. 22 & 138 Goldens Bridge, NY 10526	Westchester	New York	A & P
The Great Atlantic & Pacific Tea Co., Inc.	1103 Rt. 46 Ledgewood, NJ 07852	Morris	New Jersey	Liquor
The Great Atlantic & Pacific Tea Co., Inc.	1205 Richmond Ave. Point Pleasant, NJ 08742	Ocean	New Jersey	Liquor
The Great Atlantic & Pacific Tea Co., Inc.	30 Irvington Avenue Westwood, NJ 07675	Bergen	New Jersey	Liquor
The Great Atlantic & Pacific Tea Co., Inc.	42 Danbury Road Ridgefield, CT	Fairfield	Connecticut	Food Emporium
The Great Atlantic & Pacific Tea Co., Inc.	771 Pine Street Forestville, CT 06011	Hartford	Connecticut	Wines & Spirits
The Great Atlantic & Pacific Tea Co., Inc.	2400 Berlin Turnpike Newington, CT	Hartford	Connecticut	A & P Spirits Shop
The Great Atlantic & Pacific Tea Co., Inc.	202 Suffield Village Suffield, CT 06078	Hartford	Connecticut	A & P Spirits Shop
The Great Atlantic & Pacific Tea Co., Inc.	25 Broadway Ave. Mystic, CT 06355	New London	Connecticut	Wines & Spirits
The Great Atlantic & Pacific Tea Co., Inc.	646 Long Hill Road Groton, CT 06340	New London	Connecticut	Wines & Spirits
The Great Atlantic & Pacific Tea Co., Inc.	40 Fenn Road Newington, CT 06111	Hartford	Connecticut	Super Foodmart
The Great Atlantic & Pacific Tea Co., Inc.	25 Greentree Drive Dover, DE 19901	Kent	Delaware	Super Fresh
The Great Atlantic & Pacific Tea Co., Inc.	94th and Ocean Highway Ocean City, MD 21842	Worcester	Maryland	Super Fresh
The Great Atlantic & Pacific Tea Co., Inc.	780 Cambridge Cambridge, MD 21613	Dorchester	Maryland	Super Fresh
The Great Atlantic & Pacific Tea Co., Inc.	Marsh Rd./Silverside Ave. Wilmington, DE 19809	New Castle	Delaware	Super Fresh
The Great Atlantic & Pacific Tea Co., Inc.	366 Pelham Road New Rochelle, NY 10805	Westchester	New York	Food Emporium
The Great Atlantic & Pacific Tea Co., Inc.	South St. & Welcher Ave. Peekskill, NY 10566	Westchester	New York	Sav-A-Center

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TRADEMARK
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Grantor	Address	County	State	Store
The Great Atlantic & Pacific Tea Co., Inc.	210 Tarrytown-White Plains Road Greenburgh, NY 10607	Westchester	New York	Sav-A-Center
The Great Atlantic & Pacific Tea Co., Inc.	668 Central Avenue Scarsdale, NY 10583	Westchester	New York	A & P Food Market
The Great Atlantic & Pacific Tea Co., Inc.	McClellan Ave. and Central Yonkers, NY 10704	Westchester	New York	A & P Food Market
The Great Atlantic & Pacific Tea Co., Inc.	1233 Nepperhan Avenue Yonkers, NY 10703	Westchester	New York	A & P Food Market
The Great Atlantic & Pacific Tea Co., Inc.	1227 Rt. 52 Fishkill, NY 12524	Westchester	New York	A & P Food Market
The Great Atlantic & Pacific Tea Co., Inc.	132 Bedford Road Katonah, NY 10536	Westchester	New York	A & P
The Great Atlantic & Pacific Tea Co., Inc.	45 Pearl Street Metuchen, NJ 08840	Middlesex	New Jersey	Warehouse Liquor
The Great Atlantic & Pacific Tea Co., Inc.	80 Godwin Avenue Midland Park, NJ 07432	Bergen	New Jersey	A & P Food Market
The Great Atlantic & Pacific Tea Co., Inc.	Union and Haskell Aves. Wanaque, NJ 07420	Passaic	New Jersey	Liquor
The Great Atlantic & Pacific Tea Co., Inc.	454 New Dorp Lane Staten Island, NY 10306	Richmond	New York	Waldbaum's
The Great Atlantic & Pacific Tea Co., Inc.	2040 Forest Avenue Staten Island, NY 10303	Richmond	New York	Waldbaum's
The Great Atlantic & Pacific Tea Co., Inc.	8903 Belair Rd. (Route 1) Perry Hall, MD	Baltimore	Maryland	Super Fresh
The Great Atlantic & Pacific Tea Co., Inc.	401 New London Rd. Newark, DE 19711	New Castle	Delaware	Super Fresh
The Great Atlantic & Pacific Tea Co., Inc.	Rt. 82 & Arthursburg LaGrange, NY	Dutchess	New York	A & P Food Market
The Great Atlantic & Pacific Tea Co., Inc.	1750-1780 Gunhill Road Bronx, NY 10469	Bronx	New York	A & P Food Market
The Great Atlantic & Pacific Tea Co., Inc.	Rt. 44 & N Ave. Pleasant Valley, NY 12569	Dutchess	New York	A & P Food Market
The Great Atlantic & Pacific Tea Co., Inc.	Rts. 100 & 133 Millwood, NY 10546	Westchester	New York	A & P
The Great Atlantic & Pacific Tea Co., Inc.	Saw Mill River Road Yorktown, NY 10593	Westchester	New York	A & P Super Food Market
The Great Atlantic & Pacific Tea Co., Inc.	534 Bergen Blvd. Palisade Park, NJ 07024	Bergen	New Jersey	Liquor
The Great Atlantic & Pacific Tea Co., Inc.	Rt. 17 & Essex Street Lodi, NJ 07644	Bergen	New Jersey	Liquor
The Great Atlantic & Pacific Tea Co., Inc.	21 Summit St. Summit, NJ 07901	Union	New Jersey	Liquor
The Great Atlantic & Pacific Tea Co., Inc.	2007 Route 35 Wall Township, NJ 07719	Monmouth	New Jersey	Future Store
The Great Atlantic & Pacific Tea Co., Inc.	Route 520 Marlboro, NJ 07746	Monmouth	New Jersey	A & P Food Market
The Great Atlantic & Pacific Tea Co., Inc.	Route 36 & Valley Navesink, NJ 07716	Monmouth	New Jersey	A & P

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TRADEMARK
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Grantor	Address	County	State	Store
The Great Atlantic & Pacific Tea Company, Inc.	Washington Valley Rd. Pluckemin, NJ	Somerset	New Jersey	A & P
The Great Atlantic & Pacific Tea Company, Inc.	Routes 35 & 37 Ortley Beach, NJ 08753	Ocean	New Jersey	Sav-A-Center
The Great Atlantic & Pacific Tea Company, Inc.	105 South Avenue Fanwood, NJ 07023	Union	New Jersey	A & P
The Great Atlantic & Pacific Tea Company, Inc.	580 Central Ave. New Providence, NJ 07974	Union	New Jersey	A & P
The Great Atlantic & Pacific Tea Company, Inc.	425 Anderson Ave. Fairview, NJ 07022	Bergen	New Jersey	A & P Super Food Market
The Great Atlantic & Pacific Tea Company, Inc.	289 Bergen Blvd. Fairview, NJ 07022	Bergen	New Jersey	A & P
The Great Atlantic & Pacific Tea Company, Inc.	514 Van Houten Ave. Passaic, NJ 07055	Passaic	New Jersey	Food Basics
The Great Atlantic & Pacific Tea Company, Inc.	Route 23 & Jackson Ave. Pompton Plains, NJ 07444	Morris	New Jersey	A & P Food Market
The Great Atlantic & Pacific Tea Company, Inc.	Route 46 Hackettstown, NJ 07840	Warren	New Jersey	Food Basics
The Great Atlantic & Pacific Tea Company, Inc.	Route 46 Belvidere, NJ 07823	Warren	New Jersey	A & P Food Market
The Great Atlantic & Pacific Tea Company, Inc.	59 Outwater Lane Garfield, NJ 07662	Bergen	New Jersey	A & P Food Market
The Great Atlantic & Pacific Tea Company, Inc.	Route 202 & Rosman Rd. Garnerville, NJ	Rockland	New Jersey	A & P Super Food Market
The Great Atlantic & Pacific Tea Company, Inc.	Warwick Tpk. W. Milford, NJ 07880	Passaic	New Jersey	A & P Super Food Market
The Great Atlantic & Pacific Tea Company, Inc.	865 Kennilworth Blvd. Kennilworth, NJ 07033	Union	New Jersey	A & P Food Market
The Great Atlantic & Pacific Tea Company, Inc.	510 Valley Rd. Montclair, NJ 07043	Essex	New Jersey	A & P Super Food Market
The Great Atlantic & Pacific Tea Company, Inc.	507 Prospect Street Little Silver, NJ 07739	Monmouth	New Jersey	A & P Food Market
The Great Atlantic & Pacific Tea Company, Inc.	52 Westfield Ave. Clark, NJ 07066	Union	New Jersey	A & P Food Market
The Great Atlantic & Pacific Tea Company, Inc.	354-474 Main Street Belleville, NJ 07109	Essex	New Jersey	Food Basics
The Great Atlantic & Pacific Tea Company, Inc.	Route 35 & Laurel Ave. Holmdel, NJ 07733	Monmouth	New Jersey	A & P Food Market
The Great Atlantic & Pacific Tea Company, Inc.	3600 W. Maple Birmingham, MI 48301	Oakland	Michigan	Farmer Jack
The Great Atlantic & Pacific Tea Company, Inc.	550 Myrtle Avenue 1 Route 202 Boonton, NJ 07005	Morris	New Jersey	A & P Super Food Market
The Great Atlantic & Pacific Tea Company, Inc.	465 Getty Ave. Paterson, NJ 07503	Passaic	New Jersey	Food Basics
The Great Atlantic & Pacific Tea Company, Inc.	280 Main Street South New City, NY 10956	Rockland	New York	Food Basics
The Great Atlantic & Pacific Tea Company, Inc.	45 DeMercurio Dr. Allendale, NJ 07401	Bergen	New Jersey	A & P

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Grantor	Address	County	State	Store
The Great Atlantic & Pacific Tea Company, Inc.	315 Pascack Rd. Washington Township, NJ 7676	Bergen	New Jersey	A & P Super Food Market
The Great Atlantic & Pacific Tea Company, Inc.	375 Paterson Ave. Wallington, NJ 07055	Bergen	New Jersey	Food Basics
The Great Atlantic & Pacific Tea Company, Inc.	Route 94 & Lambert Rd. Blairstown, NJ 07825	Warren	New Jersey	A & P Food Market
The Great Atlantic & Pacific Tea Company, Inc.	Rt. 533 & Brooks Blvd. Manville, NJ 08835	Somerset	New Jersey	A & P Super Food Market
The Great Atlantic & Pacific Tea Company, Inc.	Route 35 & Shrewsbury Ave. Tinton Falls, NJ 07724	Monmouth	New Jersey	A & P Super Food Market
The Great Atlantic & Pacific Tea Company, Inc.	Park Ave. & Oak Tree Ave. South Plainfield, NJ 07080	Middlesex	New Jersey	A & P Super Food Market
The Great Atlantic & Pacific Tea Company, Inc.	Route 35 Woodbridge, NJ 07095	Middlesex	New Jersey	A & P Food Market
The Great Atlantic & Pacific Tea Company, Inc.	1201 High Ridge Stanford, CT 06906	Fairfield	Connecticut	Food Emporium
The Great Atlantic & Pacific Tea Company, Inc.	230 Galloping Hill Rd. Union, NJ 07083	Union	New Jersey	A & P Food Market
The Great Atlantic & Pacific Tea Company, Inc.	Ave. A & W. 6 th St. Bayonne, NJ 07002	Bergen	New Jersey	A & P Super Food Market
The Great Atlantic & Pacific Tea Company, Inc.	Washington St. Lodi, NJ 07644	Bergen	New Jersey	A & P Super Food Market
The Great Atlantic & Pacific Tea Company, Inc.	216 Old Tappan Rd. Old Tappan, NJ 07657	Bergen	New Jersey	A & P Food Market
The Great Atlantic & Pacific Tea Company, Inc.	106 Chestnut Ridge Rd. Woodcliff Lake, NJ 07675	Bergen	New Jersey	A & P Food Market
The Great Atlantic & Pacific Tea Company, Inc.	Madison Ave. & Veterans Plaza Dumont, NJ 07628	Bergen	New Jersey	Food Basics
The Great Atlantic & Pacific Tea Company, Inc.	Rt. 23 Sussex, NJ 07461	Sussex	New Jersey	Sav-A-Center
The Great Atlantic & Pacific Tea Company, Inc.	1199 Amboy Ave. Edison, NJ 08817	Middlesex	New Jersey	A & P Super Food Market
The Great Atlantic & Pacific Tea Company, Inc.	19 Belleville Ave. Bloomfield, NJ 07003	Essex	New Jersey	A & P Food Market
The Great Atlantic & Pacific Tea Company, Inc.	110 Washington St. Morristown, NJ 07960	Morris	New Jersey	A & P Food Market
The Great Atlantic & Pacific Tea Company, Inc.	2160 Lemoine Ave. Fort Lee, NJ 07024	Bergen	New Jersey	Food Emporium
The Great Atlantic & Pacific Tea Company, Inc.	651 Terry Parkway Gretna, LA 7053	Jefferson	Louisiana	A & P
The Great Atlantic & Pacific Tea Company, Inc.	701 Royal St. New Orleans, LA 70116	Orleans	Louisiana	A & P
The Great Atlantic & Pacific Tea Company, Inc.	3235 Magazine St. New Orleans, LA 70115	Orleans	Loiusiana	A & P
The Great Atlantic & Pacific Tea Company, Inc.	Groffle Rd and Lake Midland Park, NJ 07462	Bergen	New Jersey	A & P Food Market
The Great Atlantic & Pacific Tea Company, Inc.	199 Kinderkamack Rd. Park Ridge, NJ 07656	Bergen	New Jersey	A & P Food Market

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TRADEMARK
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Grantor	Address	County	State	Store
The Great Atlantic & Pacific Tea Company, Inc.	560 Valley Road Wayne, NJ	Passaic	New Jersey	A & P Food Market
The Great Atlantic & Pacific Tea Company, Inc.	117 Franklin Tpk. Mahwah, NJ 07403	Bergen	New Jersey	A & P Food Market
The Great Atlantic & Pacific Tea Company, Inc.	Washington Valley Rd. Warrenville, NJ 07060	Somerset	New Jersey	A & P Super Food Market
The Great Atlantic & Pacific Tea Company, Inc.	Chambers Bridge Rd. & Route 70 Bricktown, NJ 08723	Ocean	New Jersey	A & P
The Great Atlantic & Pacific Tea Company, Inc.	Route 31 & Asbury Anderson Rd. Washington, NJ 07882	Warren	New Jersey	A & P Food Market
The Great Atlantic & Pacific Tea Company, Inc.	Route 9 & Bayshore Dr. Barnegat, NJ 08005	Ocean	New Jersey	A & P
The Great Atlantic & Pacific Tea Company, Inc.	Route 9 & Ferry Rd. Old Bridge, NJ 08857	Middlesex	New Jersey	A & P Food Market
The Great Atlantic & Pacific Tea Company, Inc.	3101 Rt. #22, P.O. Box 277 Patterson, NY 12563	Putnam	New York	A&P/Super A&P
The Great Atlantic & Pacific Tea Company, Inc.	6400 Amboy Road Staten Island, NY 10309	Richmond	New York	Waldbaum's
The Great Atlantic & Pacific Tea Company, Inc.	375 Tomkins Avenue Rosebank, NY 10304	Richmond	New York	Waldbaum's
The Great Atlantic & Pacific Tea Company, Inc.	75 Mayhill Street Saddle Brook, NJ 07663	Bergen	New Jersey	A&P/Super A&P
The Great Atlantic & Pacific Tea Company, Inc.	614 Clinton Street Hoboken, NJ 07030	Hudson	New Jersey	A&P/Super A&P
The Great Atlantic & Pacific Tea Company, Inc.	Rt. 515 & 94 Vernon, NJ 07462	Sussex	New Jersey	A&P/Super A&P
The Great Atlantic & Pacific Tea Company, Inc.	396 Demarest Avenue Closter, NJ 07624	Bergen	New Jersey	A&P/Super A&P
The Great Atlantic & Pacific Tea Company, Inc.	Rt. 46 & Lackawanna Ave. W. Paterson, NJ 07424	Passaic	New Jersey	A&P/Super A&P
The Great Atlantic & Pacific Tea Company, Inc.	Rt. 513 & Little Broad Rd. Califon, NJ 07830	Hunterdon	New Jersey	A&P/Super A&P
The Great Atlantic & Pacific Tea Company, Inc.	453 Valley Street Maplewood, NJ 07040	Essex	New Jersey	A&P/Super A&P
The Great Atlantic & Pacific Tea Company, Inc.	Rt. 28 Middlesex, NJ 08846	Middlesex	New Jersey	Food Basics
The Great Atlantic & Pacific Tea Company, Inc.	647 Route 18 East Brunswick, NJ 08816	Middlesex	New Jersey	A&P/Super A&P
The Great Atlantic & Pacific Tea Company, Inc.	Route 22 Clinton, NJ 08809	Hunterdon	New Jersey	A&P/Super A&P
The Great Atlantic & Pacific Tea Company, Inc.	2044 New Castle New Castle, DE 19720	New Castle	Delaware	Super Fresh
The Great Atlantic & Pacific Tea Company, Inc.	1851 S. Christopher Colum Philadelphia, PA 19148	Philadelphia	Pennsylvania	Super Fresh
The Great Atlantic & Pacific Tea Co., Inc.	4640 Francis Lewis Blvd. Bayside, NY 11361	Queens	New York	Waldbaums
The Great Atlantic & Pacific Tea Co., Inc.	777 White Plains Rd. Eastchester, NY 10709	Westchester	New York	Food Emporium

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TRADEMARK
REEL: 002908 FRAME: 0808

Grantor	Address	County	State	Store
The Great Atlantic & Pacific Tea Co., Inc.	325 Mamaroneck Ave. White Plains, NY 10605	Westchester	New York	Food Emporium
The Great Atlantic & Pacific Tea Co., Inc.	1328 Second Ave. New York, NY 10021	New York	New York	Food Emporium
The Great Atlantic & Pacific Tea Co., Inc.	Route 46 Hackettstown, NJ 07840	Warren	New Jersey	Liquor
The Great Atlantic & Pacific Tea Co., Inc.	699 New Haven Rd. Naugatuck, CT 06770	New Haven	Connecticut	A&P Super Foodmart
The Great Atlantic & Pacific Tea Co., Inc.	179 Stonington Road Mystic, CT 06355	New London	Connecticut	A&P Super Foodmart
The Great Atlantic & Pacific Tea Co., Inc.	1066 Third Ave. New York, NY 10021	New York	New York	Food Emporium
The Great Atlantic & Pacific Tea Co., Inc.	5101 East Drive Baltimore (Arbutus), MD 21227	Baltimore	Maryland	Super Fresh
The Great Atlantic & Pacific Tea Co., Inc.	9507 Coastal Highway Ocean City, MD 21842	Worcester	Maryland	Super Fresh
The Great Atlantic & Pacific Tea Co., Inc.	699 New Haven Rd. Naugatuck, CT 06770	New Haven	Connecticut	A&P Super Foodmart
The Great Atlantic & Pacific Tea Co., Inc.	179 Stonington Road Mystic, CT 06355	New London	Connecticut	A&P Super Foodmart
The Great Atlantic & Pacific Tea Co., Inc.	3901 Aspen Hill Road Wheaton, MD 20906	Montgomery	Maryland	Super Fresh
The Great Atlantic & Pacific Tea Co., Inc.	7709 Harford Road Baltimore, MD 21234	Baltimore	Maryland	Super Fresh
The Great Atlantic & Pacific Tea Co., Inc.	113-121 Boston Post Road Waterford, CT 06385	New London	Connecticut	A&P Wines & Spirits
The Great Atlantic & Pacific Tea Co., Inc.	937 Lincoln Avenue Glen Rock, NJ 07452	Bergen	New Jersey	Food Basics
The Great Atlantic & Pacific Tea Co., Inc.	407 King George Road Basking Ridge, NJ 07920	Somerset	New Jersey	A&P
The Great Atlantic & Pacific Tea Co., Inc.	Rt 515 & Rt 94 Vernon, NJ 07462	Sussex	New Jersey	A&P
The Great Atlantic & Pacific Tea Co., Inc.	5734 Berkshire Valley Road Jefferson Township, NJ 07849	Morris	New Jersey	A&P
The Great Atlantic & Pacific Tea Co., Inc.	124 East Main Street Smithtown, NY 11787	Suffolk	New York	Waldbaum's

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TRADEMARK
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Waldbaum, Inc.

Grantor	Address	County	State	Store
Waldbaum, Inc.	4343 Amboy Rd. Staten Island, NY 10314	Richmond	New York	Waldbaum's
Waldbaum, Inc.	575 Boston Post Rd. Port Chester, NY 10573	Westchester	New York	A & P Food Market
Waldbaum, Inc.	125 18th Street Jersey City, NY 07310	Hudson	New Jersey	A & P Food Market
Waldbaum, Inc.	778 Manor Rd. Staten Island, NY 10314	Richmond	New York	Waldbaum's
Waldbaum, Inc.	1053 W. Boston Post Rd. Mamaroneck, NY 10543	Westchester	New York	A & P Food Market
Waldbaum, Inc.	N. Broadway & Nevada St. Hicksville, NY	Nassau	New York	A&P Food Market
Waldbaum, Inc.	1425 Kennedy Blvd. North Bergen, NJ 07047	Hudson	New Jersey	Food Basics
Waldbaum, Inc.	772 N Main St. West Hartford, CT 06117	Hartford	Connecticut	A&P Super Foodmart
Waldbaum, Inc.	1060 W. Main St. Branford, CT 06405	New Haven	Connecticut	A&P Super Foodmart
Waldbaum, Inc.	207 Webster Sq. Rd. Berlin, CT 06037	Hartford	Connecticut	A&P Super Foodmart
Waldbaum, Inc.	820 Washington St. Middletown, CT 06457	Middlesex	Connecticut	A&P Super Foodmart
Waldbaum, Inc.	745 Foxon Rd. East Haven, CT 06512	New Haven	Connecticut	A&P Super Foodmart
Waldbaum, Inc.	495 Chamberland Hwy. Meriden, CT 06450	New Haven	Connecticut	A&P Super Foodmart
Waldbaum, Inc.	175 Lowrey Pl. Newington, CT 06111	Hartford	Connecticut	A&P Super Foodmart
Waldbaum, Inc.	35 Main St. Danbury, CT 06810	Fairfield	Connecticut	A&P Super Foodmart
Waldbaum, Inc.	1700 Park Ave. Bridgeport, CT 06604	Fairfield	Connecticut	A&P Super Foodmart
Waldbaum, Inc. d/b/a Waldbaum, Inc. and Food Mart	1-1 Park Plaza Glen Head, NY 11545	Nassau	New York	Waldbaums
Waldbaum, Inc.	2475 Jericho Turnpike Garden City Park, NY 11040	Nassau	New York	Waldbaums
Waldbaum, Inc.	450 Main Street Farmingdale, NY 11735	Nassau	New York	Waldbaums
Waldbaum, Inc.	1530 Front Street East Meadow, NY 11554	Nassau	New York	Waldbaums
Waldbaum, Inc.	2 Westbury Avenue Carle Place, NY 11514	Nassau	New York	Waldbaums
Waldbaum, Inc.	153-01 10th Avenue Whitestone, NY 11357	Queens	New York	Waldbaums
Waldbaum, Inc.	75-55 31st Avenue Jackson Heights, NY 11372	Queens	New York	Waldbaums

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Grantor	Address	County	State	Store
Waldbaum, Inc.	156-01 Crossbay Boulevard Howard Beach, NY 11414	Queens	New York	Waldbaums
Waldbaum, Inc.	196-35 Horace Hard. Blvd. Flushing, NY 11362	Queens	New York	Waldbaums
Waldbaum, Inc.	133-11 20th Avenue College Point, NY 11356	Queens	New York	Waldbaums
Waldbaum, Inc.	112-15 Beach Channel Drive Bel Harbor, NY 11694	Queens	New York	Waldbaums
Waldbaum, Inc.	213-15 26th Avenue Bay Terrace, NY 11360	Queens	New York	Waldbaums
Waldbaum, Inc.	2149-2151 Ralph Avenue Brooklyn, NY 11234	Kings	New York	Waldbaums
Waldbaum, Inc.	3100 Ocean Avenue Brooklyn, NY 11235	Kings	New York	Waldbaums
Waldbaum, Inc.	3251 Richmond Avenue Staten Island, NY 10312	Richmond	New York	Waldbaums
Waldbaum, Inc.	910 South Broadway Hicksville, NY 11801	Nassau	New York	Waldbaums
Waldbaum, Inc.	429 Hicksville Road Jericho, NY 11753	Nassau	New York	Waldbaums
Waldbaum, Inc.	Bay & Rockway Blvd. Lawrence, NY 11559	Nassau	New York	Waldbaums
Waldbaum, Inc.	3377 Hempstead Turnpike Levittown, NY 11756	Nassau	New York	Waldbaums
Waldbaum, Inc.	85 East Park Avenue Long Beach, NY 11561	Nassau	New York	Waldbaums
Waldbaum, Inc.	399 Ocean Avenue Rockville Centre, NY 11570	Nassau	New York	Waldbaums
Waldbaum, Inc.	300 Montauk Highway East Islip, NY 11730	Suffolk	New York	Waldbaums
Waldbaum, Inc.	655 Montauk Highway East Patchogue, NY 11772	Suffolk	New York	Waldbaums
Waldbaum, Inc.	60 Wall Street Huntington, NY 11743	Suffolk	New York	Waldbaums
Waldbaum, Inc.	711 East Jericho Turnpike Huntington Station, NY 11746	Suffolk	New York	Waldbaums
Waldbaum, Inc.	440 West Sunrise Highway North Patchogue, NY 11772	Suffolk	New York	Waldbaums
Waldbaum, Inc.	4560 Sunrise Highway Oakdale, NY 11769	Suffolk	New York	Waldbaums
Waldbaum, Inc.	Rt. 58 Riverhead, NY 11901	Suffolk	New York	Waldbaums
Waldbaum, Inc.	601 Portion Road Lake Ronkonkoma, NY 11779	Suffolk	New York	Waldbaums
Waldbaum, Inc.	Rt. 25A & Johnsland Street San Remo, NY 11754	Suffolk	New York	Waldbaums
Waldbaum, Inc.	999 Montauk Highway Shirley, NY 11967	Suffolk	New York	Waldbaums
Waldbaum, Inc.	725 Sunrise Highway West Babylon, NY 11704	Suffolk	New York	Waldbaums

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TRADEMARK
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Grantor	Address	County	State	Store
Waldbaum, Inc.	Rt. 17 & Preston Mt. Kisco, NY 10549	Westchester	New York	A & P
Waldbaum, Inc.	702 Hicksville Road Massapequa, NY 11758	Nassau	New York	Waldbaums
Waldbaum, Inc.	440 W Sunrise Hwy N. Patchogue NY 11772	Suffolk	New York	Waldbaum's
Waldbaum, Inc.	2185 Coyle Street Brooklyn, NY 11223	Brooklyn	New York	Food Basics
Waldbaum, Inc.	1960 Deer Park Avenue Deer Park, NY 11729	Suffolk	New York	Waldbaums

APW Supermarkets, Inc.

Grantor	Address	County	State	Store
APW Supermarkets, Inc.	Jericho Turnpike Commack, NY	Suffolk	New York	Waldbaum's
APW Supermarkets, Inc.	1236 Veterans Memorial Hwy. Hauppauge, NY	Suffolk	New York	Waldbaum's
APW Supermarkets, Inc.	2879 Grand Blvd. Baldwin, NY	Nassau	New York	Waldbaum's
APW Supermarkets, Inc.	905 Atlantic Avenue Baldwin, NY 11510	Nassau	New York	Waldbaums
APW Supermarkets, Inc.	660 Sunrise Highway Baldwin, NY 11510	Nassau	New York	Waldbaums
APW Supermarkets, Inc.	1050 Willis Avenue Albertson, NY 11507	Nassau	New York	Waldbaums
APW Supermarkets, Inc.	259-01 Union Turnpike Glen Oaks, NY 11004	Queens	New York	Waldbaums
APW Supermarkets, Inc.	240-02 61st Avenue Douglaston, NY 11363	Queens	New York	Waldbaums
APW Supermarkets, Inc.	Rt. 25 & Mt. Sinai Road Selden, NY 11727	Suffolk	New York	Waldbaums
APW Supermarkets, Inc.	1871 Rockaway Parkway Brooklyn, NY 11236	Kings	New York	Waldbaums
APW Supermarkets, Inc.	81-21 New Utrecht Avenue Brooklyn, NY 11214	Kings	New York	Waldbaums
APW Supermarkets, Inc.	1441 Richmond Avenue Staten Island, NY 10312	Richmond	New York	Waldbaums
APW Supermarkets, Inc.	5508 Sunrise Highway Massapequa, NY 11758	Nassau	New York	Waldbaums
APW Supermarkets, Inc.	1686 Merrick Road Merrick, NY 11566	Nassau	New York	Waldbaums
APW Supermarkets, Inc.	3620 Long Beach Road Oceanside, NY 11572	Nassau	New York	Waldbaums
APW Supermarkets, Inc.	812 Montauk Highway Center Moriches, NY 11934	Suffolk	New York	Waldbaums
APW Supermarkets, Inc.	4054 Nesconset Highway East Setauket, NY 11733	Suffolk	New York	Waldbaums

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Grantor	Address	County	State	Store
APW Supermarkets, Inc.	777 Pulaski Road Greenlawn, NY 11740	Suffolk	New York	Waldbaums
APW Supermarkets, Inc.	60 East Hoffman Avenue Lindenhurst, NY 11757	Suffolk	New York	Waldbaums
APW Supermarkets, Inc.	2162 Nesconset Highway Stonybrook, NY 11790	Suffolk	New York	Waldbaums
APW Supermarkets, Inc.	245 Old Country Road Route 25A Rocky Point, NY 11778	Suffolk	New York	Waldbaums
APW Supermarkets, Inc.	82-35 153rd Avenue Howard Beach, NY 11414	Queens	New York	Waldbaums
APW Supermarkets, Inc.	Old Country & Mill Roads Riverhead, NY 11901	Suffolk	New York	Waldbaum's
APW Supermarkets, Inc.	1235 Veterans Memorial Hwy Hauppauge, NY 11788	Suffolk	New York	Waldbaum's
APW Supermarkets, Inc.	Middleneck Road Great Neck, NY	Nassau	New York	Waldbaum's
APW Supermarkets, Inc.	1934 Middle Country Road Centereach, NY 11720	Suffolk	New York	Waldbaum's

Borman's, Inc.

Grantor	Address	County	State	Store
Borman's, Inc.	Airport Hwy & Holloway Holland, OH	Lucas	Ohio	Farmer Jack
Borman's, Inc.	Maple & Coolidge Troy, MI	Oakland	Michigan	Farmer Jack
Borman's, Inc.	50820 Schoenherr Rd. Shelby Twp., MI 48315	Macomb	Michigan	Farmer Jack
Borman's, Inc.	1821 South Cedar Imlay City, MI 48444	Washtenaw	Michigan	Farmer Jack
Borman's, Inc.	Telegraph Rd. & Front St. Monroe, MI	Monroe	Michigan	Farmer Jack
Borman's, Inc.	54750 Shelby Road Shelby Twp.,(Utica) MI 48316	Macomb	Michigan	Farmer Jack
Borman's, Inc.	Laskey & Douglas Toledo, OH	Lucas	Ohio	Farmer Jack
Borman's, Inc.	2763 E. Grand River E. Lansing, MI	Ingham	Michigan	Farmer Jack
Borman's, Inc.	100 North Adams Road Rochester Hills, MI	Oakland	Michigan	Farmer Jack
Borman's, Inc.	33250 12 Mile Road Farmington Hills, MI 48334	Oakland	Michigan	Farmer Jack
Borman's, Inc.	15100 Silver Lake Parkway Fenton, MI	Genesse	Michigan	Farmer Jack
Borman's, Inc.	8483 W. Grand River Brighton, MI 48116	Livingston	Michigan	Farmer Jack

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TRADEMARK
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Grantor	Address	County	State	Store
Borman's, Inc.	1255 S. Main St. Chelsea, MI 48118	Washtenaw	Michigan	Farmer Jack
Borman's, Inc.	4270 W. Vienna Rd. Clio, MI 48420	Genesee	Michigan	Farmer Jack
Borman's, Inc.	1390 N. Leroy Fenton, MI 48430	Genesee	Michigan	Farmer Jack
Borman's, Inc.	3711 Lapeer Road Flint, MI 48502	Genesee	Michigan	Farmer Jack
Borman's, Inc.	5080 Corunna Flint, MI 48532	Genesee	Michigan	Farmer Jack
Borman's, Inc.	3520 Pine Grove Port Huron, MI 48060	Saint Claire	Michigan	Farmer Jack
Borman's, Inc.	1335 E. Michigan Avenue Saline, MI 48176	Washtenaw	Michigan	Farmer Jack
Borman's, Inc.	605 W. Sanilac Sandusky, MI 48471	Sanilac	Michigan	Farmer Jack
Borman's, Inc.	1167 Carney Dr. St. Clair, MI 48079	Saint Clair	Michigan	Farmer Jack
Borman's, Inc.	1039 Emerick Rd. Ypsilanti, MI 48197	Washtenaw	Michigan	Farmer Jack
Borman's, Inc.	3020 Washtenaw Ypsilanti, MI 48197	Washtenaw	Michigan	Farmer Jack
Borman's, Inc.	6555 Sashabaw Rd. Clarkston, MI 48346	Oakland	Michigan	Farmer Jack
Borman's, Inc.	1075 W. Fourteen Mile Clawson, MI 48017	Oakland	Michigan	Farmer Jack
Borman's, Inc.	3010 Union Lake Rd. Commerce Township, MI 48382	Oakland	Michigan	Farmer Jack
Borman's, Inc.	22128 Farmington Rd. Farmington, MI 48336	Oakland	Michigan	Farmer Jack
Borman's, Inc.	120 W. Nine Mile Hazel Park, MI 48030	Oakland	Michigan	Farmer Jack
Borman's, Inc.	29200 Campbell Madison Heights, MI 48071	Oakland	Michigan	Farmer Jack
Borman's, Inc.	13151 Ten Mile Oak Park, MI 48237	Oakland	Michigan	Farmer Jack
Borman's, Inc.	2651 Rochester Rochester Hills, MI 48307	Oakland	Michigan	Farmer Jack
Borman's, Inc.	21800 W. Eleven Mile Southfield, MI 48076	Oakland	Michigan	Farmer Jack
Borman's, Inc.	29800 Southfield Southfield, MI 48076	Oakland	Michigan	Farmer Jack
Borman's, Inc.	22385 Pontiac Trail. South Lyon, MI 48127	Oakland	Michigan	Farmer Jack
Borman's, Inc.	3125 John R. Troy, MI 48083	Oakland	Michigan	Farmer Jack
Borman's, Inc.	Crooks Rd. & South Blvd. Troy, MI 48098	Oakland	Michigan	Farmer Jack

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TRADEMARK
REEL: 002908 FRAME: 0814

Grantor	Address	County	State	Store
Borman's, Inc.	1116 West Huron Street Waterford, MI 48328	Oakland	Michigan	Farmer Jack
Borman's, Inc.	730 Pontiac Trail Walled Lake, MI 48390	Oakland	Michigan	Farmer Jack
Borman's, Inc.	6565 Orchard Lake West Bloomfield, MI 48322	Oakland	Michigan	Farmer Jack
Borman's, Inc.	9050 Highland Rd. White Lake, MI 48386	Oakland	Michigan	Farmer Jack
Borman's, Inc.	37155 Harper Clinton Township, MI 48036	Macomb	Michigan	Farmer Jack
Borman's, Inc.	51328 Gratiot Chesterfield Township, MI 48051	Macomb	Michigan	Farmer Jack
Borman's, Inc.	18801 East Nine Mile Eastpointe, MI 48021	Macomb	Michigan	Farmer Jack
Borman's, Inc.	50 N. Groesbeck Highway Mt. Clemens, MI 48043	Macomb	Michigan	Farmer Jack
Borman's, Inc.	45300 Hayes Macomb Township, MI 48044	Macomb	Michigan	Farmer Jack
Borman's, Inc.	30851 Gratiot Roseville, MI 48066	Macomb	Michigan	Farmer Jack
Borman's, Inc.	22332 Nine Mile St. Clair Shores, MI 48080	Macomb	Michigan	Farmer Jack
Borman's, Inc.	13255 15 Mile Rd. Sterling Heights, MI 48312	Macomb	Michigan	Farmer Jack
Borman's, Inc.	44777 Mound Rd. Sterling Heights, MI 48314	Macomb	Michigan	Farmer Jack
Borman's, Inc.	4242 East Ten Mile Warren, MI 48091	Macomb	Michigan	Farmer Jack
Borman's, Inc.	14601 Twelve Mile Warren, MI 48093	Macomb	Michigan	Farmer Jack
Borman's, Inc.	14640 Southfield Allen Park, MI 48101	Wayne	Michigan	Farmer Jack
Borman's, Inc.	23849 West Rd. Brownstown Twp., MI 48134	Wayne	Michigan	Farmer Jack
Borman's, Inc.	225 Canton Center South Canton, MI 48188	Wayne	Michigan	Farmer Jack
Borman's, Inc.	15255 Michigan Ave. Dearborn, MI 48126	Wayne	Michigan	Farmer Jack
Borman's, Inc.	23000 Michigan Ave. Dearborn, MI 48124	Wayne	Michigan	Farmer Jack
Borman's, Inc.	26400 Ford Rd. Dearborn Heights, MI 48127	Wayne	Michigan	Farmer Jack
Borman's, Inc.	Seven Mile & Telegraph Detroit, MI 48219	Wayne	Michigan	Farmer Jack
Borman's, Inc.	8000 W. Outer Drive Detroit, MI 48235	Wayne	Michigan	Farmer Jack
Borman's, Inc.	19195 Livernois Detroit, MI 48221	Wayne	Michigan	Farmer Jack

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TRADEMARK
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Grantor	Address	County	State	Store
Borman's, Inc.	8665 Rosa Park Blvd. Detroit, MI 48206	Wayne	Michigan	Farmer Jack
Borman's, Inc.	20422 Mack Avenue Grosse Pointe Woods, MI 48236	Wayne	Michigan	Farmer Jack
Borman's, Inc.	9023 Joseph Campau Hamtramck, MI 48212	Wayne	Michigan	Farmer Jack
Borman's, Inc.	19230 Harper Harper Woods, MI 48225	Wayne	Michigan	Farmer Jack
Borman's, Inc.	14100 Woodward Highland Park, MI 48203	Wayne	Michigan	Farmer Jack
Borman's, Inc.	3666 W. Fort Street Lincoln Park, MI 48146	Wayne	Michigan	Farmer Jack
Borman's, Inc.	37685 Five Mile Road Livonia, MI 48154	Wayne	Michigan	Farmer Jack
Borman's, Inc.	29751 Seven Mile Rd. Livonia, MI 48152	Wayne	Michigan	Farmer Jack
Borman's, Inc.	28107 W. Eight Mile Rd. Livonia, MI 48152	Wayne	Michigan	Farmer Jack
Borman's, Inc.	3600 Oakwood Blvd. Melvindale, MI 48122	Wayne	Michigan	Farmer Jack
Borman's, Inc.	27330 Plymouth Redford, MI 48239	Wayne	Michigan	Farmer Jack
Borman's, Inc.	20780 Fort Riverview, MI 48192	Wayne	Michigan	Farmer Jack
Borman's, Inc.	13777 Eureka Southgate, MI 48195	Wayne	Michigan	Farmer Jack
Borman's, Inc.	21592 Ecorse Rd. Taylor, MI 48180	Wayne	Michigan	Farmer Jack
Borman's, Inc.	9850 Telegraph Taylor, MI 48180	Wayne	Michigan	Farmer Jack
Borman's, Inc.	200 S. Merriman Rd. Westland, MI 48186	Wayne	Michigan	Farmer Jack
Borman's, Inc.	34414 Ford Rd. Westland, MI 48185	Wayne	Michigan	Farmer Jack
Borman's, Inc.	7350 Middlebelt Road Westland, MI 48185	Wayne	Michigan	Farmer Jack
Borman's, Inc.	870 N. Van Dyke Bad Axe, MI 48413	Huron	Michigan	Farmer Jack
Borman's, Inc.	64660 Van Dyke Washington, MI 48095	Macomb	Michigan	Farmer Jack
Borman's, Inc.	17447 Haggerty Northville, MI 48167	Wayne	Michigan	Farmer Jack
Borman's, Inc.	Schoenherr & Canel Sterling Heights, MI 48313	Macomb	Michigan	Farmer Jack
Borman's, Inc.	2600 Pointe Tremble Algonac, MI 48001	St Clair	Michigan	Farmer Jack
Borman's, Inc.	5801 W. Saginaw Hwy Delta Twp., MI 48917	Eaton	Michigan	Farmer Jack
Borman's, Inc.	12250 East Jefferson Detroit, MI 48214	Wayne	Michigan	Farmer Jack

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TRADEMARK
REEL: 002908 FRAME: 0816

Grantor	Address	County	State	Store
Borman's, Inc.	33250 Twelve Mile Road Farmington, MI 48334	Oakland	Michigan	Farmer Jack
Borman's, Inc.	161 S. Milford Road Milford, MI 48381	Oakland	Michigan	Farmer Jack
Borman's, Inc.	10059 Highland Road Howell, MI 48843	Livingston	Michigan	Farmer Jack

Shopwell, Inc.

Grantor	Address	County	State	Store
Shopwell, Inc. d/b/a Food Emporium	5661 Riverdale Ave. Bronx, NY 10471	Bronx	New York	Food Emporium
Shopwell, Inc.	261 So. Ridge St. Rye Brook, NY 10573	Westchester	New York	Food Emporium
Shopwell, Inc.	355 Halstead Ave. Harrison, NY 10528	Westchester	New York	Food Emporium
Shopwell, Inc.	969 Second Ave. New York, NY 10022	New York	New York	Food Emporium
Shopwell, Inc.	452 West 43 St. New York, NY 10036	New York	New York	Food Emporium
Shopwell, Inc.	2415 Broadway New York, NY 10024	New York	New York	Food Emporium
Shopwell, Inc.	1886 Pleasantville Rd. Briarcliff Manor, NY 10510	Westchester	New York	Food Emporium
Shopwell, Inc.	Columbus Ave. Thornwood, NY 10594	Westchester	New York	A & P Food Market
Shopwell, Inc.	103 Knollwood Road Greenburgh, NY 10607	Westchester	New York	
Shopwell, Inc.	421 Albany Post Road Croton-on-Hudson, NY 10520	Westchester	New York	A & P
Shopwell, Inc.	Boston Post Rd. & Purdy Rye, NY 10580	Westchester	New York	A & P
Shopwell, Inc.	24 West Grand St. Mount Vernon, NY 10550	Westchester	New York	A & P Food Market
Shopwell, Inc.	1046 Yonkers Ave. Yonkers, NY 10704	Westchester	New York	A & P Food Market
Shopwell, Inc.	228 West End Ave. NY, NY 10003	New York	New York	A & P
Shopwell, Inc.	Rt. 303 & Lake Rd. Valley Cottage, NY 10989	Rockland	New York	A & P Food Market

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TRADEMARK
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Super Fresh Food Markets, Inc.

Grantor	Address	County	State	Store
Super Fresh Food Markets, Inc.	3691 Route 378 Bethlehem, PA 18015	Northampton	Pennsylvania	Super Fresh
Super Fresh Food Markets, Inc.	643 Conchester Highway Boothwyn, PA 19061	Delaware	Pennsylvania	Super Fresh
Super Fresh Food Markets, Inc.	Rt. #13 & #413 Bristol, PA 19007	Bucks	Pennsylvania	Super Fresh
Super Fresh Food Markets, Inc.	Rts. #611 & #313 Doylestown, PA 18901	Bucks	Pennsylvania	Super Fresh
Super Fresh Food Markets, Inc.	Rt. 1 Baynard Rd. East Marlboro, PA 19016	Northampton	Pennsylvania	Super Fresh
Super Fresh Food Markets, Inc.	Rts. #100 & #724 N. Coventry Township, PA 19464	Chester	Pennsylvania	Super Fresh
Super Fresh Food Markets, Inc.	Frankford & Academy Philadelphia, PA 19114	Philadelphia	Pennsylvania	Food Basics
Super Fresh Food Markets, Inc.	Mermaid Lane & Crittendon Philadelphia, PA 19118	Philadelphia	Pennsylvania	Super Fresh
Super Fresh Food Markets, Inc.	6201 N. Front Street Philadelphia, PA 19138	Philadelphia	Pennsylvania	Super Fresh
Super Fresh Food Markets, Inc.	Large & Bleigh Streets Philadelphia, PA 19149	Philadelphia	Pennsylvania	Super Fresh
Super Fresh Food Markets, Inc.	800 2nd St. & Bustleton Pike Richboro, PA 18954	Bucks	Pennsylvania	Super Fresh
Super Fresh Food Markets, Inc.	2100-X County Line Road Upper Moreland, PA 19006	Montgomery	Pennsylvania	Super Fresh
Super Fresh Food Markets, Inc.	300 South Best Avenue Walnutport, PA 18088	Northampton	Pennsylvania	Super Fresh
Super Fresh Food Markets, Inc.	440 Route 130 Suite 1 East Windsor, NJ 08520	Mercer	New Jersey	Super Fresh
Super Fresh Food Markets, Inc.	75 South White Horse Pike Hammonton, NJ 08037	Atlantic	New Jersey	Super Fresh
Super Fresh Food Markets, Inc.	Tilton & Hingston Northfield, NJ 08232	Atlantic	New Jersey	Super Fresh
Super Fresh Food Markets, Inc.	8th and West Avenue Ocean City, NJ 08226	Cape May	New Jersey	Super Fresh
Super Fresh Food Markets, Inc.	Schalk's Crossing Rd. Plainsboro, NJ 08536	Middlesex	New Jersey	Super Fresh
Super Fresh Food Markets, Inc.	650 W. Cuthbert & MacArthur Blvds. Westmont, NJ 08108	Camden	New Jersey	Super Fresh
Super Fresh Food Markets, Inc.	2401 Cleinleight Drive Baltimore, MD 21234	Baltimore	Maryland	Super Fresh
Super Fresh Food Markets, Inc.	12741 Ocean Gateway Ocean City, MD 21842	Worcester	Maryland	Super Fresh
Super Fresh Food Markets, Inc.	1155 Annapolis Road Odenton, MD 21113	Anne Arundel	Maryland	Super Fresh
Super Fresh Food Markets, Inc.	125 W. College Ave. Salisbury, MD 21801	Wicomico	Maryland	Super Fresh
Super Fresh Food Markets, Inc.	Towson Market Place 1238 Putty Hill Avenue Towson, MD 21286	Baltimore	Maryland	Super Fresh
Super Fresh Food Markets, Inc.	Rt. 14 & 113 Milford, DE 19963	Sussex	Delaware	Super Fresh

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TRADEMARK
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Grantor	Address	County	State	Store
Super Fresh Food Markets, Inc.	501 Rt. 113 Lionville, PA 19425	Chester	Pennsylvania	Super Fresh
Super Fresh Food Markets, Inc.	450 W. Swedeford Road Devon, PA 19333	Chester	Pennsylvania	Super Fresh
Super Fresh Food Markets, Inc.	700 Plaza Drive Newark, DE 19702	New Castle	Delaware	Super Fresh
Super Fresh Food Markets, Inc.	Route 13 & Maple Road Claymont, DE 19703	New Castle	Delaware	Super Fresh
Super Fresh Food Markets, Inc.	Pelican Square Shopping Center 4575 Hwy. 1 & Postal Suite Rehoboth Beach, DE 19971	Sussex	Delaware	Super Fresh
Super Fresh Food Markets, Inc.	85 Franklin Mills Blvd. Philadelphia, PA 19154	Philadelphia	Pennsylvania	Super Fresh
Super Fresh Food Markets, Inc.	Delaware Avenue Philadelphia, PA	Philadelphia	Pennsylvania	Super Fresh
Super Fresh Food Markets, Inc.	Route 23 Franklin, NJ 07416	Sussex	New Jersey	Liquor

SuperFresh/Sav-A Center, Inc.

Grantor	Address	County	State	Store
Super Fresh/Sav-A-Center, Inc.	400 N. Carrollton Ave. New Orleans, LA	Orleans	Louisiana	Sav-A-Center
Super Fresh/Sav-A-Center, Inc.	4530 S. Sherwood Baton Rouge, LA 70816	E. Baton Rouge	Louisiana	Super Fresh
Super Fresh/Sav-A-Center, Inc.	14485 Greenwell Springs Rd. Baton Rouge, LA 70739	E. Baton Rouge	Louisiana	Super Fresh
Super Fresh/Sav-A-Center, Inc.	709 South Broadway Pennsville, NJ 08070	Salem	New Jersey	Super Fresh
Super Fresh/Sav-A-Center, Inc.	6600 Franklin Blvd. New Orleans, LA 70122	Orleans	Louisiana	Sav-A-Center
Super Fresh/Sav-A-Center, Inc.	4500 Tchoupitoulas St. New Orleans, LA 70115	Orleans	Louisiana	Sav-A-Center
Super Fresh/Sav-A-Center, Inc.	6001 Bullard Ave. New Orleans, LA 70128	Orleans	Louisiana	Sav-A-Center
Super Fresh/Sav-A-Center, Inc.	4001 Gen. DeGaulle Dr. Algiers, LA 70114-8233	Orleans	Louisiana	Sav-A-Center
Super Fresh/Sav-A-Center, Inc.	2701 Airline Highway Metairie, LA 70001	Jefferson	Louisiana	Sav-A-Center
Super Fresh/Sav-A-Center, Inc.	717 Clearview Parkway Metairie, LA 70001	Jefferson	Louisiana	Sav-A-Center
Super Fresh/Sav-A-Center, Inc.	2900 Veterans Blvd. Metairie, LA 70002	Jefferson	Louisiana	Sav-A-Center
Super Fresh/Sav-A-Center, Inc.	3711 Power Blvd. Metairie, LA 70003	Jefferson	Louisiana	Sav-A-Center
Super Fresh/Sav-A-Center, Inc.	8315 W. Judge Perez Dr. Chalmette, LA 70043	Saint Bernard	Louisiana	Sav-A-Center
Super Fresh/Sav-A-Center, Inc.	4328 E. Judge Perez Dr. Meraux, LA 70075	Saint Bernard	Louisiana	Sav-A-Center

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TRADEMARK
REEL: 002908 FRAME: 0819

Grantor	Address	County	State	Store
Super Fresh/Sav-A-Center, Inc.	3009 E.Causeway Approach Mandeville, LA 70448	Saint Tammany	Louisiana	Sav-A-Center
Super Fresh/Sav-A-Center, Inc.	4350 Highway 22 Mandeville, LA 70471	Saint Tammany	Louisiana	Sav-A-Center
Super Fresh/Sav-A-Center, Inc.	101 N. Military Slidell, LA 70461	Saint Tammany	Louisiana	Sav-A-Center
Super Fresh/Sav-A-Center, Inc.	410 Highway 90 Waveland, MS 39575	Hancock	Mississippi	Sav-A-Center
Super Fresh/Sav-A-Center, Inc.	214 E. Beach Blvd. Long Beach, MS 39560	Harrison	Mississippi	Sav-A-Center
Super Fresh/Sav-A-Center, Inc.	1345 E. Pass Road Gulfport, MS 39507	Harrison	Mississippi	Sav-A-Center
Super Fresh/Sav-A-Center, Inc.	3164 Bienville Blvd. Ocean Springs, MS 39564	Jackson	Mississippi	Sav-A-Center
Super Fresh/Sav-A-Center, Inc	400 N. Carrollton Avenue New Orleans, LA 70119	Parish of Orleans	Louisiana	Sav-A-Center

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TRADEMARK
REEL: 002908 FRAME: 0820

SCHEDULE 2(d)

NONE

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TRADEMARK
REEL: 002908 FRAME: 0821

SCHEDULE 2(e)

NONE

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TRADEMARK
REEL: 002908 FRAME: 0822

SCHEDULE 5

On File With Thacher Proffitt & Wood

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TRADEMARK
REEL: 002908 FRAME: 0823

SCHEDULE 6

On File With Thacher Proffitt & Wood

SCHEDULE 7**Stock Ownership and other Equity Interests**Pledgor: **The Great Atlantic & Pacific Tea Company, Inc.**

<u>ISSUER</u>	<u>CLASS OF STOCK</u>	<u>CERTIFICATE NO(S).</u>	<u>NUMBER OF SHARES</u>	<u>PERCENTAGE OF ALL ISSUED CAPITAL OR OTHER EQUITY INTERESTS OF ISSUER</u>
1282891 Ontario Inc.	Common Stock	1	6	60%
2008 Broadway, Inc. (Owns Real Estate) (New York)	Common Stock	1	1000	100%
A&P Wine & Spirits	Common Stock	1	1	100%
ANP Properties I Corp. (Owns Louisiana Warehouse) (Delaware)	Common Stock	1	1000	100%
ANP Sales Corp. (Inactive) (Maryland)	Common Stock	1	2000	100%
APW Supermarket Corporation	Class B Common Stock	B1	18,715.43	100%
Big Star, Inc. (F/K/A Supersaver, Inc. (Inactive) (Georgia)	Common Stock	1	1	100%
Borman's, Inc.	Common Stock	1	1000	100%
Compass Foods, Inc. (Coffee Distributor) (Delaware)	Common Stock	1	10	100%
DLCH Acquisition Corporation	Common Stock	1	1	100%

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<u>ISSUER</u>	<u>CLASS OF STOCK</u>	<u>CERTIFICATE NO(S).</u>	<u>NUMBER OF SHARES</u>	<u>PERCENTAGE OF ALL ISSUED CAPITAL OR OTHER EQUITY INTERESTS OF ISSUER</u>
Family Center, Inc. D/B/A Family Mart (Delaware)	Common Stock	1	1000	100%
Felicity Historical Development Corporation	Common Stock	1	1	100%
Food Basics, Inc.	Common Stock	1	100	100%
Futurestore Food Markets, Inc. (F/K/A Future Store, Inc.) (Delaware)	Common Stock	1	1	100%
Gerard Avenue, Inc.	Common Stock	1	1	100%
Hamilton Property I, Inc.	Common Stock	1	1	100%
Kohl's Food Stores, Inc. (Wisconsin)	Common Stock	1	56,000	100%
Kwik Save, Inc. (Store Set Up of HBA) (Pennsylvania)	Common Stock	6	497	100%
Limited Foods, Inc.	Common Stock	1	1	100%
Lo-Lo Discount Stores, Inc. (Liquor) (Texas)	Common Stock	28	2	100%
Montvale Holdings, Inc.	Common Stock	1	1000	100%
North Jersey Properties, Inc. I	Common Stock	1	1	100%
North Jersey Properties, Inc. II	Common Stock	1	1	100%
North Jersey Properties, Inc. IV	Common Stock	1	1	100%
North Jersey Properties, Inc. V	Common Stock	1	1	100%

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<u>ISSUER</u>	<u>CLASS OF STOCK</u>	<u>CERTIFICATE NO(S).</u>	<u>NUMBER OF SHARES</u>	<u>PERCENTAGE OF ALL ISSUED CAPITAL OR OTHER EQUITY INTERESTS OF ISSUER</u>
North Jersey Properties, Inc. VI	Common Stock	1	1	100%
Shopwell, Inc. (Delaware)				100%
Southern Acquisition Corporation	Common Stock	1	1000	100%
Southern Development Inc. of Delaware (Real Estate Development) (Delaware)	Common Stock	1	1	100%
Super Fresh Food Markets of Maryland, Inc. (F/K/A Super Right Food Stores, Inc.) (Maryland)	Common Stock	1	1	100%
Super Fresh Food Markets of Virginia, Inc. (F/K/A Super Fresh Stores of Virginia, Inc. (Delaware)	Common Stock	1	1	100%
Super Fresh Food Markets, Inc.	Common Stock	1	1,000	100%
Super Fresh/Sav-A-Center, Inc. (Delaware)	Common Stock	1	1	100%
Super Market Service Corp. (HBA Distributor) (Pennsylvania)	Common Stock	1	1	100%
Super Plus Food Warehouse, Inc. (Inactive) (Delaware)	Common Stock	2	1000	100%
Supermarket Distribution Service - Florence Inc.	Common Stock	1	1	100%
Supermarket Distribution Service Corp.	Common Stock	1	1	100%

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<u>ISSUER</u>	<u>CLASS OF STOCK</u>	<u>CERTIFICATE NO(S).</u>	<u>NUMBER OF SHARES</u>	<u>PERCENTAGE OF ALL ISSUED CAPITAL OR OTHER EQUITY INTERESTS OF ISSUER</u>
Supermarket Distribution Services, Inc. (Warehousing Service) (Delaware)	Common Stock	1	200	100%
Tea Development Co. Inc.	Common Stock	1	1	100%
The Great Atlantic & Pacific Tea Co. of Vermont, Inc. (Liquor)	Common Stock	1	1	100%
The Great Atlantic and Pacific Tea Company, Limited (NRO)	Common Stock	1	12197	65%
Transco Service – Milwaukee, Inc. (New Jersey)	Common Stock	1	1	100%
W.S.L. Corporation (F/K/A The Great Atlantic & Pacific Tea Company, Inc. (New Jersey) (Inactive))	Common Stock	1	1	100%

Pledgor: **Super Fresh/Sav-A-Center, Inc.**

<u>ISSUER</u>	<u>CLASS OF STOCK</u>	<u>CERTIFICATE NO(S).</u>	<u>NUMBER OF SHARES</u>	<u>PERCENTAGE OF ALL ISSUED CAPITAL OR OTHER EQUITY INTERESTS OF ISSUER</u>
Hopelawn Property I, Inc.	Common Stock	2	1000	100%

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TRADEMARK
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Pledgor: **Compass Foods, Inc. (Coffee Distributor) (Delaware)**

<u>ISSUER</u>	<u>CLASS OF STOCK</u>	<u>CERTIFICATE NO(S).</u>	<u>NUMBER OF SHARES</u>	<u>PERCENTAGE OF ALL ISSUED CAPITAL OR OTHER EQUITY INTERESTS OF ISSUER</u>
Supermarket Systems, Inc. (Inactive) (Delaware)	Common Stock	1	1	100%

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TRADEMARK
REEL: 002908 FRAME: 0830

Pledgor: Kohl's Food Stores, Inc. (Wisconsin)

<u>ISSUER</u>	<u>CLASS OF STOCK</u>	<u>CERTIFICATE NO(S).</u>	<u>NUMBER OF SHARES</u>	<u>PERCENTAGE OF ALL ISSUED CAPITAL OR OTHER EQUITY INTERESTS OF ISSUER</u>
The South Dakota Great Atlantic & Pacific Tea Company, Inc. (Investment Company) (South Dakota)	Common Stock	1	1	100%
Kohl's Appleton, Inc. (Liquor)	Common Stock	1	1	100%
Kohl's Beloit, Inc. (Liquor)	Common Stock	1	1	100%
Kohl's Beverage Mart - Grant Park, Inc. (Liquor)	Common Stock	1	1	100%
Kohl's Brookfield, Inc. (Liquor)	Common Stock	1	1	100%
Kohl's Country Fair Liquors, Inc. (Liquor)	Common Stock	1	1	100%
Kohl's Cudahy, Inc. (Liquor)	Common Stock	1	1	100%
Kohl's Douglas, Inc. (Liquor)	Common Stock	1	1	100%
Kohl's Durand, Inc. (Liquor)	Common Stock	1	1	100%
Kohl's Fond Du Lac, Inc. (Liquor)	Common Stock	1	1	100%
Kohl's Forest Home, Inc. (Liquor)	Common Stock	1	1	100%
Kohl's Fox Point, Inc. (Liquor)	Common Stock	1	1	100%
Kohl's Grange, Inc. (Liquor)	Common Stock	1	1	100%

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**TRADEMARK
REEL: 002908 FRAME: 0831**

<u>ISSUER</u>	<u>CLASS OF STOCK</u>	<u>CERTIFICATE NO(S).</u>	<u>NUMBER OF SHARES</u>	<u>PERCENTAGE OF ALL ISSUED CAPITAL OR OTHER EQUITY INTERESTS OF ISSUER</u>
Kohl's Lombardi, Inc. (Liquor)	Common Stock	1	1	100%
Kohl's Monona, Inc. (Liquor)	Common Stock	1	1	100%
Kohl's Neenah, Inc. (Liquor)	Common Stock	1	1	100%
Kohl's Oshkosh, Inc. (Liquor)	Common Stock	1	1	100%
Kohl's Park, Inc. (Liquor)	Common Stock	1	1	100%
Kohl's Ruby Isle, Inc. (Liquor)	Common Stock	1	1	100%
Kohl's Shorewood, Inc. (Liquor)	Common Stock	1	1	100%
Kohl's University, Inc. (Liquor)	Common Stock	1	1	100%
Kohl's Washington, Inc. (Liquor)	Common Stock	1	1	100%
Kohl's Waukesha, Inc. (Liquor)	Common Stock	1	1	100%
Ridge Liquors, Inc. ((Liquor)	Common Stock	1	1	100%

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Pledgor: **Borman's, Inc.**

<u>ISSUER</u>	<u>CLASS OF STOCK</u>	<u>CERTIFICATE NO(S).</u>	<u>NUMBER OF SHARES</u>	<u>PERCENTAGE OF ALL ISSUED CAPITAL OR OTHER EQUITY INTERESTS OF ISSUER</u>
18940 Weaver Corp.	Common Stock	1	1	100%
Arnold's Inc.	Common Stock	1	1	100%
Bev. Ltd.	Common Stock	1	1	100%
BLS Properties LLC	Common Stock	1	1	50%
Detroit Pure Milk Co.	Common Stock	1	1	100%
Farmer Jack Pharmacies, Inc.	Common Stock	1	1	100%
Farmer Jack's of Ohio, Inc.	Common Stock	1	1	100%
SEG Stores, Inc.	Common Stock	1	1	100%
The Heights	Common Stock	1	1	33-1/3%
Wesley's Quaker Maid, Inc.	Common Stock	1	1	100%

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TRADEMARK
REEL: 002908 FRAME: 0833

Pledgor: **Shopwell, Inc. (Delaware)**

<u>ISSUER</u>	<u>CLASS OF STOCK</u>	<u>CERTIFICATE NO(S).</u>	<u>NUMBER OF SHARES</u>	<u>PERCENTAGE OF ALL ISSUED CAPITAL OR OTHER EQUITY INTERESTS OF ISSUER</u>
1046 Yonkers Ave. Corp.	Common Stock	1	1	100%
111 North Ave. Realty Corp.	Common Stock	1	1	100%
Clay Park Realty Corp. (Real Estate)	Common Stock	1	1	100%
Daitch Crystall Dairies, Inc.	Common Stock	1	1	100%
Delaware County Dairies, Inc. (Part owner of NYS Dairy)	Common Stock	1	1	100%
Four One Leasing Corp. (Inactive)	Common Stock	1	1	100%
Gramatan Foodtown Corp. (Real Estate)	Common Stock	1	1	100%
Shopwell, Inc. (Org. in Conn.)	Common Stock	1	1	100%
Shopwell, Inc. (Org. in Mass.) (Inactive)	Common Stock	1	1	100%
Shopwell, Inc. (Org. in NJ) (Inactive)	Common Stock	1	1	100%
The Food Emporium, Inc.	Common Stock	1	1	100%
The Food Emporium, Inc. (Conn.)	Common Stock	1	1	100%
The Food Emporium, Inc. (Delaware)	Common Stock	1	1	100%

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TRADEMARK
REEL: 002908 FRAME: 0834

<u>ISSUER</u>	<u>CLASS OF STOCK</u>	<u>CERTIFICATE NO(S).</u>	<u>NUMBER OF SHARES</u>	<u>PERCENTAGE OF ALL ISSUED CAPITAL OR OTHER EQUITY INTERESTS OF ISSUER</u>
The Food Emporium, Inc. (NJ)	Common Stock	1	1	100%
The Wine Emporium, Inc. (Liquor)	Common Stock	1	1	100%
Tradewell Foods of Connecticut, Inc.	Common Stock	1	1	100%

Pledgor: **APW Supermarket Corporation**


<u>ISSUER</u>	<u>CLASS OF STOCK</u>	<u>CERTIFICATE NO(S).</u>	<u>NUMBER OF SHARES</u>	<u>PERCENTAGE OF ALL ISSUED CAPITAL OR OTHER EQUITY INTERESTS OF ISSUER</u>
APW Supermarkets, Inc.	Common Stock	1	1	100%
Waldbaum, Inc. (New York)	Common Stock	1	1	100%
McLean Plaza	Common Stock	1	1	51%
Middle Village	Common Stock	1	1	50%
Oceanside	Common Stock	1	1	50%




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Pledgor: **Waldbaum, Inc. (New York)**





<u>ISSUER</u>	<u>CLASS OF STOCK</u>	<u>CERTIFICATE NO(S).</u>	<u>NUMBER OF SHARES</u>	<u>PERCENTAGE OF ALL ISSUED CAPITAL OR OTHER EQUITY INTERESTS OF ISSUER</u>
Amboy Road Development Corp.	Common Stock	1	1	100%
APW Produce Company, Inc. (F/K/A George Tiefer, Inc.)	Common Stock	1	1	100%
Barmat Corp.	Common Stock	1	1	100%
Hempstead Marketplace, Inc.	Common Stock	1	1	100%
Lake-Grove Realty Corp.	Common Stock	1	1	100%
LBRO Beach Plaza Corp.	Common Stock	1	1	100%
Long Beach Plaza Corp.	Common Stock	1	1	100%
McLean Avenue Plaza Corp.	Common Stock	1	1	100%
Springlane Produce Corp.	Common Stock	1	1	100%
The Meadows Plaza Development Corp.	Common Stock	1	1	100%
Waldbaum College Point Center, Inc.	Common Stock	1	1	100%

SCHEDULE 9(a)**Patents and Trademarks****Patents:****None.****Trademarks:**

MARK	REGISTERED OWNER/APPLICANT	Appl. No. (Reg. No.)	Exp. Date
A&P (Design and color) 	The Great Atlantic & Pacific Tea Company, Inc.	73/454,363 (1,304,288)	11/6/04
A&P (Stylized)	The Great Atlantic & Pacific Tea Company, Inc.	75/064,054 (2,024,122)	12/17/06
A&P (Block Letters)	The Great Atlantic & Pacific Tea Company, Inc.	76/390,443 (2,713,141)	5/06/13
AMERICA'S CHOICE	The Great Atlantic & Pacific Tea Company, Inc.	74/234,200 (2,019,444)	11/26/06
AMERICA'S CHOICE	The Great Atlantic & Pacific Tea Company, Inc.	74/801,783 (1,861,428)	11/01/04
AMERICA'S CHOICE	The Great Atlantic & Pacific Tea Company, Inc.	74/801,784 (1,860,494)	10/25/04
AMERICA'S CHOICE	The Great Atlantic & Pacific Tea Company, Inc.	74/332,876 (2,425,385)	1/30/11
AMERICA'S CHOICE	The Great Atlantic & Pacific Tea Company, Inc.	73/514,986 (1,384,513)	
AMERICA'S CHOICE	The Great Atlantic & Pacific Tea Company, Inc.	78/218,486 ()	
	The Great Atlantic & Pacific Tea Company, Inc.	71/528,741 (507,581)	3/15/09

MARK	REGISTERED OWNER/APPLICANT	Appl. No. (Reg. No.)	Exp. Date
ANN PAGE			
ATHENA	The Great Atlantic & Pacific Tea Company, Inc.	78/238,300 ()	
	The Great Atlantic & Pacific Tea Company, Inc.	76/465,806 ()	
BASICS	The Great Atlantic & Pacific Tea Company, Inc.	78/311,001 ()	
BASICS FOR LESS	The Great Atlantic & Pacific Tea Company, Inc.	76/419,247 ()	
BALDERSON'S	The Great Atlantic & Pacific Tea Company, Inc.	72/159,580 (765,268)	2/18/04
	The Great Atlantic & Pacific Tea Company, Inc.	73/276,185 (1,279,449)	5/29/04
BRILLIANT BUBBLES	The Great Atlantic & Pacific Tea Company, Inc.	78/202,468 ()	
CONCORDE	The Great Atlantic & Pacific Tea Company, Inc.	78/238,266 ()	
DOLLAR BARN	The Great Atlantic & Pacific Tea Company, Inc.	78/303,661 ()	
EASY BRIGHT NIGHT	The Great Atlantic & Pacific Tea Company, Inc.	78/324,523 ()	
EXPRESS YOURSELF	The Great Atlantic & Pacific Tea Company, Inc.	76/406,160 (2,680,997)	1/28/13
FARMER JACK	The Great Atlantic & Pacific Tea Company, Inc.	73/664,142 (1,479,128)	3/01/08
(Stylized) 	The Great Atlantic & Pacific Tea Company, Inc.	76/386,568 (2,723,648)	6/10/13
FEEL LIKE A TRUE GORMET!	The Great Atlantic & Pacific Tea Company, Inc.	78/266,173 ()	
FOOD BASICS	The Great Atlantic & Pacific Tea Company, Inc.	76/386,404 (2,726,744)	6/17/13

MARK	REGISTERED OWNER/APPLICANT	Appl. No. (Reg. No.)	Exp. Date
(Design and color) 	The Great Atlantic & Pacific Tea Company, Inc.	76/386,781 (2,766,316)	9/23/13
FOR GOODNESS SHAKE	The Great Atlantic & Pacific Tea Company, Inc.	78/235,016 ()	
FRESH REWARDS	The Great Atlantic & Pacific Tea Company, Inc.	78/303,800 ()	
FUTURE STORE	The Great Atlantic & Pacific Tea Company, Inc.	73/517,861 (1,355,968)	8/20/05
(Stylized) health pride	The Great Atlantic & Pacific Tea Company, Inc.	73/277,359 (1,232,381)	03/29/13
HEALTHY REWARDS	The Great Atlantic & Pacific Tea Company, Inc.	78/236,046 ()	
I LOVE THIS STORE!	The Great Atlantic & Pacific Tea Company, Inc.	76/424,332 ()	
MASTER CHOICE	The Great Atlantic & Pacific Tea Company, Inc.	78/218,673 ()	
(Stylized) 	The Great Atlantic & Pacific Tea Company, Inc.	75/070,346 (2,073,501)	6/24/07
(Stylized) 	The Great Atlantic & Pacific Tea Company, Inc.	73/696,142 (1,519,019)	1/3/09

MARK	REGISTERED OWNER/APPLICANT	Appl. No. (Reg. No.)	Exp. Date
(Miscellaneous Design) 	The Great Atlantic & Pacific Tea Company, Inc.	73/276,030 (1,182,561)	12/15/11
O2	The Great Atlantic & Pacific Tea Company, Inc.	78/247,608	
(Design & Color) 	The Great Atlantic & Pacific Tea Company, Inc.	72/271,146 (855,682)	8/27/08
(Design) 	The Great Atlantic & Pacific Tea Company, Inc.	73/530,164 (1,366,041)	10/15/05
RED ALARM	The Great Atlantic & Pacific Tea Company, Inc.	78/220,193 ()	
SAV-A-CENTER	The Great Atlantic & Pacific Tea Company, Inc.	73/583,389 (1,412,706)	10/07/06
SUPER FRESH	The Great Atlantic & Pacific Tea Company, Inc.	73/732,662 (2,085,126)	8/05/07
SUPERMARKET OF CHOICE	The Great Atlantic & Pacific Tea Company, Inc.	75/611,542 (2,527,933)	1/08/12
(Stylized) 	The Great Atlantic & Pacific Tea Company, Inc.	76/346,252 (2,685,875)	2/11/13
THE FOOD EMPORIUM	The Great Atlantic & Pacific Tea Company, Inc.	76/360,323 (2,741,163)	7/29/13
THE VERY BEST... JUST FOR YOU!	The Great Atlantic & Pacific Tea Company, Inc.	76/439,689 (2,761,287)	9/09/13

SCHEDULE 9(b)

Copyrights

None.

SUPPLEMENT NO. ____, dated as of [], to the Amended and Restated U.S. Security Agreement, dated as of February 23, 2001 and amended and restated as of December 4, 2003, among THE GREAT ATLANTIC & PACIFIC TEA COMPANY, INC., a Maryland corporation (the "*Company*"), each subsidiary of the Company listed on Schedule I thereto (each such subsidiary individually a "*Guarantor*" and collectively, together with the Company, the "*Guarantors*"; the Guarantors are also referred herein as the "*Grantors*") and JPMORGAN CHASE BANK, a New York banking corporation, as U.S. collateral agent (in such capacity, the "*Collateral Agent*") for the Secured Parties (as defined herein) (the "*U.S. Security Agreement*").

A. Reference is made to (a) the Amended and Restated Credit Agreement, dated as of February 23, 2001 and amended and restated as of December 4, 2003 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Company, The Great Atlantic & Pacific Company of Canada, Limited, a Canadian corporation, the other Borrowers party thereto, the lenders from time to time party thereto (the "*Lenders*"), JPMorgan Chase Bank, as U.S. Administrative Agent and U.S. Collateral Agent, and JPMorgan Chase Bank, Toronto Branch, as Canadian Administrative Agent and Canadian Collateral Agent and (b) the Amended and Restated U.S. Guarantee Agreement, dated as of February 23, 2001 and amended and restated as of December 4, 2003, (as amended, supplemented or otherwise modified from time to time, the "*U.S. Guarantee Agreement*"), among the U.S. Loan Parties and the Collateral Agent.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the U.S. Security Agreement and the Credit Agreement.

C. The Grantors have entered into the U.S. Security Agreement in order to induce the Lenders to make Loans and the Issuing Bank to issue Letters of Credit. Pursuant to Section 5.12 of the Credit Agreement, each Subsidiary of the Company that is a U.S. Loan Party that was not in existence or not a Subsidiary on the date of the Credit Agreement is required to enter into the U.S. Security Agreement as a Grantor upon becoming a Subsidiary, if such Subsidiary owns or possesses property of a type that would be considered Collateral under the U.S. Security Agreement. Section 7.15 of the U.S. Security Agreement provides that such Subsidiaries may become Subsidiary Pledgors under the U.S. Security Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Subsidiary (the "*New Grantor*") is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Grantor under the U.S. Security Agreement in order to induce the Lenders to make additional Loans and the Issuing Bank to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued.

Accordingly, the Collateral Agent and the New Grantor agree as follows:

SECTION 1. In accordance with Section 7.15 of the U.S. Security Agreement, the New Grantor by its signature below becomes a Grantor under the U.S. Security Agreement with the same force and effect as if originally named therein as a Grantor and the New Grantor hereby (a) agrees to all the terms and provisions of the U.S. Security Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof. In furtherance of the foregoing, the New Grantor, as security for the payment and performance in full of the Obligations (as defined in the U.S. Security Agreement), does

hereby create and grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, their successors and assigns, a security interest in and lien on all of the New Grantor's right, title and interest in and to the Collateral (as defined in the U.S. Security Agreement) of the New Grantor. Each reference to a "Grantor" in the U.S. Security Agreement shall be deemed to include the New Grantor. The U.S. Security Agreement is hereby incorporated herein by reference.

SECTION 2. The New Grantor represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, the enforceability of which is subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Collateral Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of the New Grantor and the Collateral Agent. Delivery of an executed signature page to this Supplement by facsimile transmission shall be effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. The New Grantor hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of the location (as defined in Section 9-307 of the UCC) of the New Grantor and (b) set forth under its signature hereto, is the true and correct location of the chief executive office of the New Grantor. The New Grantor is organized only under the laws of _____ and no other jurisdiction. The New Grantor has not been organized under the laws of any other jurisdiction in the immediately preceding five (5) years.

SECTION 5. Except as expressly supplemented hereby, the U.S. Security Agreement shall remain in full force and effect.

SECTION 6. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (EXCLUDING THE CONFLICT OF LAWS PRINCIPLES THEREOF, BUT INCLUDING NEW YORK GENERAL OBLIGATIONS LAW SECTIONS 5-1401 AND 5-1402).

SECTION 7. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the U.S. Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. All communications and notices hereunder shall be in writing and given as provided in Section 7.01 of the U.S. Security Agreement. All communications and notices hereunder to the New Grantor shall be given to it at the address set forth under its signature below.

SECTION 9. The New Grantor agrees to reimburse the Collateral Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, the New Grantor and the Collateral Agent have duly executed this Supplement to the Amended and Restated U.S. Security Agreement as of the day and year first above written.

[Name of New Grantor]

By: _____
Name:
Title:
Address:

JPMORGAN CHASE BANK, as U.S. Collateral Agent

By: _____
Name:
Title:

SUPPLEMENT NO. 1, dated as of December 19, 2003, to the Amended and Restated U.S. Security Agreement, dated as of February 23, 2001 and amended and restated as of December 4, 2003, among THE GREAT ATLANTIC & PACIFIC TEA COMPANY, INC., a Maryland corporation (the "*Company*"), each subsidiary of the Company listed on Schedule I thereto (each such subsidiary individually a "*Guarantor*" and collectively, together with the Company, the "*Guarantors*"; the Guarantors are also referred herein as the "*Grantors*") and JPMORGAN CHASE BANK, a New York banking corporation, as U.S. collateral agent (in such capacity, the "*Collateral Agent*") for the Secured Parties (as defined therein) (the "*U.S. Security Agreement*").

A. Reference is made to (a) the Amended and Restated Credit Agreement, dated as of February 23, 2001 and amended and restated as of December 4, 2003 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Company, The Great Atlantic & Pacific Company of Canada, Limited, a Canadian corporation, the other Borrowers party thereto, the lenders from time to time party thereto (the "*Lenders*"), JPMorgan Chase Bank, as U.S. Administrative Agent and U.S. Collateral Agent, and JPMorgan Chase Bank, Toronto Branch, as Canadian Administrative Agent and Canadian Collateral Agent and (b) the Amended and Restated U.S. Guarantee Agreement, dated as of February 23, 2001 and amended and restated as of December 4, 2003, (as amended, supplemented or otherwise modified from time to time, the "*U.S. Guarantee Agreement*"), among the U.S. Loan Parties and the Collateral Agent.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the U.S. Security Agreement and, if not defined therein, in the Credit Agreement.

C. The Grantors have entered into the U.S. Security Agreement in order to induce the Lenders to make Loans and the Issuing Banks to issue Letters of Credit. The U.S. Security Agreement provides that Subsidiaries may become Subsidiary Pledgors under the U.S. Security Agreement by execution and delivery of an instrument in the form of this Supplement. Each Subsidiary listed on Schedule I hereto (the "*New Grantors*") is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Grantor under the U.S. Security Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued.

Accordingly, the Collateral Agent and each New Grantor agree as follows:

SECTION 1. Each New Grantor by its signature below becomes a Grantor under the U.S. Security Agreement with the same force and effect as if originally named therein as a Grantor and each New Grantor hereby (a) agrees to all the terms and provisions of the U.S. Security Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof. In furtherance of the foregoing, each New Grantor, as security for the payment and performance in full of the Obligations (as defined in the U.S. Security Agreement), does hereby create and grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, their successors and assigns, a security interest in and lien on all of such New Grantor's right, title and interest in and to the Collateral (as defined in the U.S. Security Agreement) of such New Grantor. Each reference to a "Grantor" in the U.S. Security Agreement shall be deemed to include the New Grantors. The U.S. Security Agreement is hereby incorporated herein by reference.

SECTION 2. Each New Grantor represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, the enforceability of which is subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Collateral Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of each New Grantor and the Collateral Agent. Delivery of an executed signature page to this Supplement by facsimile transmission shall be effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. Each New Grantor hereby represents and warrants that set forth opposite its name on Schedule I attached hereto is (a) the true and correct location (as defined in Section 9-307 of the UCC) of such New Grantor, (b) the true and correct location of the chief executive office of such New Grantor, (c) the true and correct organizational number of such New Grantor, (d) the true and correct Federal Taxpayer Identification Number of such New Grantor, and (e) the jurisdiction of incorporation of such New Grantor.

SECTION 5. Except as expressly supplemented hereby, the U.S. Security Agreement shall remain in full force and effect.

SECTION 6. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (EXCLUDING THE CONFLICT OF LAWS PRINCIPLES THEREOF, BUT INCLUDING NEW YORK GENERAL OBLIGATIONS LAW SECTIONS 5-1401 AND 5-1402).

SECTION 7. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the U.S. Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. All communications and notices hereunder shall be in writing and given as provided in Section 7.01 of the U.S. Security Agreement. All communications and notices hereunder to the New Grantor shall be given to it at the address set forth under its signature below.

SECTION 9. The New Grantors agree to reimburse the Collateral Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, the New Grantors and the Collateral Agent have duly executed this Supplement to the Amended and Restated U.S. Security Agreement as of the day and year first above written.

EACH OF NEW GRANTORS LISTED ON
SCHEDULE I HERETO

By: _____
Name:
Title:
Address:

JPMORGAN CHASE BANK, as U.S. Collateral Agent

By: *Norjan Lewis*
Name: *Norjan Lewis*
Title: *Vice President*

New Grantor	Location (as defined in Section 9-307 of the UCC)	Location of Chief Executive Office	Organizational Number	Federal Taxpayer Identification Number	Jurisdiction of Organization
1046 Yonkers Ave. Corp.	New York	2 Paragon Drive, Montvale, NJ 07645	N/A	13-2991499	New York
111 North Ave. Realty Corp.	New York	2 Paragon Drive, Montvale, NJ 07645	N/A	13-2940404	New York
18940 Weaver Corp.	Michigan	2 Paragon Drive, Montvale, NJ 07645	073067	38-2422087	Michigan
Amboy Road Development Corp.	New York	2 Paragon Drive, Montvale, NJ 07645	N/A	11-2539601	New York
Arnold's Inc.	Michigan	2 Paragon Drive, Montvale, NJ 07645	005454	38-1708444	Michigan
Barmat Construction Corp.	New York	2 Paragon Drive, Montvale, NJ 07645	N/A	11-2049462	New York
Bev. Ltd.	Delaware	2 Paragon Drive, Montvale, NJ 07645	2019025	38-2499046	Delaware
Clay-Park Realty Co., Inc.	New York	2 Paragon Drive, Montvale, NJ 07645	N/A	22-3590902	New York
Daitch Crystall Dairies, Inc.	New York	2 Paragon Drive, Montvale, NJ 07645	N/A	13-2881165	New York
Delaware County Dairies, Inc.	New York	2 Paragon Drive, Montvale, NJ 07645	N/A	15-0287090	New York
Detroit Pure Milk Co.	Michigan	2 Paragon Drive, Montvale, NJ 07645	150665	38-0480680	Michigan
DLCH Acquisition Corporation	Delaware	2 Paragon Drive, Montvale, NJ 07645	2104415	22-2780701	Delaware
Farmer Jack Pharmacies, Inc.	Michigan	2 Paragon Drive, Montvale, NJ 07645	062594	38-0325420	Michigan
Farmer Jack's of Ohio, Inc.	Ohio	2 Paragon Drive, Montvale, NJ 07645	485607	38-1195542	Ohio

New Grantor	Location (as defined in Section 9-307 of the UCC)	Location of Chief Executive Office	Organizational Number	Federal Taxpayer Identification Number	Jurisdiction of Organization
Felicity Historical Development Corporation	Louisiana	2 Paragon Drive, Montvale, NJ 07645	34654247D	22-3647748	Louisiana
Four One Leasing Corp.	New York	2 Paragon Drive, Montvale, NJ 07645	N/A	13-2881172	New York
Gerard Avenue, Inc.	Delaware	2 Paragon Drive, Montvale, NJ 07645	3151568	22-3705165	Delaware
Gramatan Foodtown Corp.	New York	2 Paragon Drive, Montvale, NJ 07645	N/A	13-6115549	New York
Hamilton Property I, Inc.	Delaware	2 Paragon Drive, Montvale, NJ 07645	2895262	22-3596589	Delaware
Hempstead Marketplace, Inc.	New York	2 Paragon Drive, Montvale, NJ 07645	N/A	11-2535696	New York
Kohl's Appleton, Inc.	Wisconsin	2 Paragon Drive, Montvale, NJ 07645	1K05788	39-1180539	Wisconsin
Kohl's Beloit, Inc.	Wisconsin	2 Paragon Drive, Montvale, NJ 07645	1K05303	39-1165719	Wisconsin
Kohl's Beverage Mart - Grant Park, Inc.	Wisconsin	2 Paragon Drive, Montvale, NJ 07645	1K05305	39-1154196	Wisconsin
Kohl's Brookfield, Inc.	Wisconsin	2 Paragon Drive, Montvale, NJ 07645	K022062	39-1546800	Wisconsin
Kohl's Country Fair Liquors, Inc.	Wisconsin	2 Paragon Drive, Montvale, NJ 07645	1K05583	39-1165718	Wisconsin
Kohl's Cudahy, Inc.	Wisconsin	2 Paragon Drive, Montvale, NJ 07645	1K05306	39-1154200	Wisconsin
Kohl's Douglas, Inc.	Wisconsin	2 Paragon Drive, Montvale, NJ 07645	1K05307	39-1154201	Wisconsin
Kohl's Durand, Inc.	Wisconsin	2 Paragon Drive, Montvale, NJ 07645	1K05308	39-1154202	Wisconsin
Kohl's Fond Du Lac, Inc.	Wisconsin	2 Paragon Drive, Montvale, NJ 07645	1K05929	39-1193817	Wisconsin
Kohl's Forest Home, Inc.	Wisconsin	2 Paragon Drive, Montvale, NJ 07645	1K05310	39-1154199	Wisconsin

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Kohl's Fox Point, Inc.	Wisconsin	2 Paragon Drive, Montvale, NJ 07645	1K05311	39-1154184	Wisconsin
Kohl's Grange, Inc.	Wisconsin	2 Paragon Drive, Montvale, NJ 07645	1K05312	39-1154185	Wisconsin
Kohl's Lombardi, Inc.	Wisconsin	2 Paragon Drive, Montvale, NJ 07645	1K06050	39-1206265	Wisconsin
Kohl's Monona, Inc.	Wisconsin	2 Paragon Drive, Montvale, NJ 07645	1K05314	39-1154187	Wisconsin
Kohl's Neenah, Inc.	Wisconsin	2 Paragon Drive, Montvale, NJ 07645	1K06051	39-1205780	Wisconsin
Kohl's Oshkosh, Inc.	Wisconsin	2 Paragon Drive, Montvale, NJ 07645	1K05316	39-1154189	Wisconsin
Kohl's Park, Inc.	Wisconsin	2 Paragon Drive, Montvale, NJ 07645	1K05405	39-1154190	Wisconsin
Kohl's Ruby Isle, Inc.	Wisconsin	2 Paragon Drive, Montvale, NJ 07645	1K05318	39-1154191	Wisconsin
Kohl's Shorewood, Inc.	Wisconsin	2 Paragon Drive, Montvale, NJ 07645	1K11390	39-1449208	Wisconsin
Kohl's University, Inc.	Wisconsin	2 Paragon Drive, Montvale, NJ 07645	1K05317	39-1154192	Wisconsin
Kohl's Washington, Inc.	Wisconsin	2 Paragon Drive, Montvale, NJ 07645	1K05319	39-1154193	Wisconsin
Kohl's Waukesha, Inc.	Wisconsin	2 Paragon Drive, Montvale, NJ 07645	1K05659	39-1171785	Wisconsin
Lake-Grove Realty Corp.	New York	2 Paragon Drive, Montvale, NJ 07645	N/A	11-2440064	New York
LBRO Realty Corp.	New York	2 Paragon Drive, Montvale, NJ 07645	N/A	11-2391125	New York
Long Beach Plaza Corp.	New York	2 Paragon Drive, Montvale, NJ 07645	N/A	11-2521972	New York
McLean Avenue Plaza Corp.	New York	2 Paragon Drive, Montvale, NJ 07645	N/A	11-2555227	New York

New Grantor	Location (as defined in Section 9-307 of the UCC)	Location of Chief Executive Office	Organizational Number	Federal Taxpayer Identification Number	Jurisdiction of Organization
North Jersey Properties, Inc. I	Delaware	2 Paragon Drive, Montvale, NJ 07645	2888817	22-3596578	Delaware
North Jersey Properties, Inc. II	Delaware	2 Paragon Drive, Montvale, NJ 07645	2888822	22-3596581	Delaware
North Jersey Properties, Inc. IV	Delaware	2 Paragon Drive, Montvale, NJ 07645	2888824	22-3596584	Delaware
North Jersey Properties, Inc. V	Delaware	2 Paragon Drive, Montvale, NJ 07645	2888826	22-3596585	Delaware
North Jersey Properties, Inc. VI	Delaware	2 Paragon Drive, Montvale, NJ 07645	2888829	22-3596586	Delaware
Ridge Liquors, Inc.	Wisconsin	2 Paragon Drive, Montvale, NJ 07645	1R10261	39-1205406	Wisconsin
SEG Stores, Inc.	Delaware	2 Paragon Drive, Montvale, NJ 07645	2119000	87-0444940	Delaware
Shopwell, Inc.	Connecticut	2 Paragon Drive, Montvale, NJ 07645	042311	1064245000	Connecticut
Shopwell, Inc.	Massachusetts	2 Paragon Drive, Montvale, NJ 07645	132628617	13-2625617	Massachusetts
Shopwell, Inc.	New Jersey	2 Paragon Drive, Montvale, NJ 07645	0100680413	8164-2900-00	New Jersey
Spring Lane Produce Corp.	New York	2 Paragon Drive, Montvale, NJ 07645	N/A	13-2855080	New York
The Food Emporium, Inc.	New York	2 Paragon Drive, Montvale, NJ 07645	N/A	13-3037724	New York
The Food Emporium, Inc.	Connecticut	2 Paragon Drive, Montvale, NJ 07645	019034	13-3038078	Connecticut
The Food Emporium, Inc.	New Jersey	2 Paragon Drive, Montvale, NJ 07645	0100141138	13-3073242	New Jersey
The Food Emporium, Inc. (Delaware)	Delaware	2 Paragon Drive, Montvale, NJ 07645	2003135	13-3158370	Delaware
The Meadows Plaza Development Corp.	New York	2 Paragon Drive, Montvale, NJ 07645	N/A	11-2463830	New York

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The Wine Emporium, Inc.	Connecticut	2 Paragon Drive, Montvale, NJ 07645	0300233	13-2650724	Connecticut
Tradewell Foods of Connecticut, Inc.	Connecticut	2 Paragon Drive, Montvale, NJ 07645	0088391	06-0565748	Connecticut
Waldbaum College Point Center, Inc.	New York	2 Paragon Drive, Montvale, NJ 07645	N/A	11-2999074	New York
Wesley's Quaker Maid, Inc.	Michigan	2 Paragon Drive, Montvale, NJ 07645	145253	38-6063800	Michigan