

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Phoenix Intangibles Holding Company		06/25/2009	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	The Bank of New York Mellon
Street Address:	One Mellon Center
Internal Address:	Room 151-3600
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15258
Entity Type:	state chartered bank: NEW YORK

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Serial Number:	77755489	ANOTHER WAY TO SAVE AT GIANT EAGLE
Serial Number:	77756974	ANOTHER WAY TO SAVE
Serial Number:	77717706	BUY GROCERIES, SAVE ON FUEL
Serial Number:	77675065	EVERYDAY EASIER
Serial Number:	77730399	GETGO FROM GIANT EAGLE FOODPERKS! PUMP FUEL, SAVE ON GROCERIES. BUY GROCERIES, SAVE ON FUEL. GIANT EAGLE FUELPERKS! GIANT EAGLE ADVANTAGE CARD
Serial Number:	77730392	GETGO FROM GIANT EAGLE FOODPERKS! PUMP FUEL, SAVE ON GROCERIES. BUY GROCERIES, SAVE ON FUEL. GIANT EAGLE FUELPERKS!
Serial Number:	77976699	FUELPERKS!
Serial Number:	77707179	GETGO FOODPERKS!
Serial Number:	77737071	GIANT EAGLE SIMPLY FRESH

CH \$340.00 77755489

Serial Number:	77732429	GIFTERGO
Serial Number:	77717709	PUMP FUEL, SAVE ON GROCERIES
Serial Number:	77737847	SHOP THE WORLD ONLINE. GET FREE FUEL!
Serial Number:	77737066	SIMPLY FRESH

**CORRESPONDENCE DATA**

Fax Number: (614)227-2100  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 614-227-2000  
Email: ipdocket@porterwright.com  
Correspondent Name: Karen K. Hammond  
Address Line 1: 41 South High Street  
Address Line 2: 29th Floor  
Address Line 4: Columbus, OHIO 43215

ATTORNEY DOCKET NUMBER:	3998049-159738
NAME OF SUBMITTER:	Karen K. Hammond
Signature:	/karenkhammond/
Date:	07/31/2009

Total Attachments: 7  
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## SHORT FORM TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 25, 2009, by PHOENIX INTANGIBLES HOLDING COMPANY, a Delaware corporation ("*Phoenix*"), each of the entities listed on the signature pages hereof as grantors or that becomes a party hereto pursuant to *Section 7.10 (Additional Grantors)* of the Second Amended and Restated Security Agreement referred to below (together with *Phoenix*, each a "*Grantor*" and, collectively, the "*Grantors*") in favor of THE BANK OF NEW YORK MELLON, successor in interest to MELLON BANK, N.A. ("*Mellon*"), as collateral agent for the Secured Parties (as defined in the Second Amended and Restated Credit Agreement referred to below) (in such capacity, together with its successors in such capacity, the "*Collateral Agent*").

### WITNESSETH:

WHEREAS, pursuant to the Second Amended and Restated Credit Agreement, dated as of November 7, 2005 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Second Amended and Restated Credit Agreement*"), among Giant Eagle, Inc. (the "*Borrower*"), the Lenders and Issuers party thereto, Citicorp USA, Inc., as Administrative Agent for the Lenders and Issuers, and The Bank of New York Mellon, successor in interest to Mellon Bank, N.A., as Collateral Agent for the Lenders and Issuers, the Lenders and the Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors other than the Borrower are party to the Guaranty pursuant to which they have guaranteed the Obligations; and

WHEREAS, all the Grantors are party to a Second Amended and Restated Security Agreement as of November 7, 2005 in favor of the Collateral Agent (the "*Second Amended and Restated Security Agreement*") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuers, the Administrative Agent and the Collateral Agent to enter into the Second Amended and Restated Credit Agreement and to induce the Lenders and the Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

#### ***Section 1. Defined Terms***

Unless otherwise defined herein, terms defined in the Second Amended and Restated Credit Agreement or in the Second Amended and Restated Security Agreement and used herein have the meaning given to them in the Second Amended and Restated Credit Agreement or the Second Amended and Restated Security Agreement.

#### ***Section 2. Grant of Security Interest in Trademark Collateral***

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "*Trademark Collateral*"):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on *Schedule I* hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

***Section 3. Amended and Restated Security Agreement***

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Second Amended and Restated Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Second Amended and Restated Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

Very truly yours,

PHOENIX INTANGIBLES HOLDING COMPANY  
as Grantor

By: [Signature]  
Name: Kevin Shelton  
Title: Vice President

ACKNOWLEDGEMENT OF GRANTOR

STATE OF PENNSYLVANIA     )  
  ) ss.  
COUNTY OF ALLEGHENY     )

On this 25<sup>th</sup> day of June, 2009, before me personally appeared Kevin Shelton, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Phoenix Intangibles Holding Company, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

[Signature]  
Notary Public

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Leyha M. Crawford, Notary Public  
O'Hara Twp., Allegheny County  
My Commission Expires March 28, 2011  
Member, Pennsylvania Association of Notaries

ACCEPTED AND AGREED  
as of the date first above written:

THE BANK OF NEW YORK MELLON,  
SUCCESSOR IN INTEREST TO MELLON BANK, N.A.,  
as Collateral Agent

By: [Signature]  
Name: David B. Wirl  
Title: Vice President

Schedule I

TRADEMARKS

Phoenix Intangibles Holding Company

Mark	Country	App. Ser. No.	Reg. No.	Filing Date	Reg. Date	Owner	Status
ANOTHER WAY TO SAVE AT GIANT EAGLE (retail supermarket services) Class: 35	USA	<del>77755,489</del> 77755,489		<del>6/9/2009</del> 6/9/2009		Phoenix Intangibles Holding Company	Pending™
ANOTHER WAY TO SAVE (retail supermarket services) Class: 35	USA	<del>77756,974</del> 77756,974		<del>6/11/2009</del> 6/11/2009		Phoenix Intangibles Holding Company	Pending™
BUY GROCERIES, SAVE ON FUEL (word mark for use in association with retail supermarket services; retail convenience store services featuring fuel; promoting the goods and services of others by offering discounts on the price of gasoline to purchasers of those goods and services) Class: 035	USA	77717,706		4/20/2009		Phoenix Intangibles Holding Company	Pending™
EVERYDAY EASIER (word mark retail supermarket services) Class: 035	USA	77675,065		2/20/2009		Phoenix Intangibles Holding Company	Pending™

Mark	Country	App. Ser. No.	Reg. No.	Filing Date	Reg. Date	Owner	Status
FOODPERKS!/FUELPERKS! CYCLE LOGO w/ GEAC (retail grocery store services; retail convenience store services featuring fuel; promoting fuel sales by offering discounts on the purchases of goods and services of others by offering discounts on the price of fuel to purchasers of those goods and services in Class 35) Class: 35	USA	77730,399		5/6/2009		Phoenix Intangibles Holding Company	Pending™
FOODPERKS!/FUELPERKS! CYCLE LOGO w/o GEAC (retail grocery store services: retail convenience store services featuring fuel: promoting fuel sales by offering discounts on the purchases of goods and services of others by offering discounts on the price of fuel to purchasers of those goods and services in Class 35) Class: 35	USA	77730,392		5/6/2009		Phoenix Intangibles Holding Company	Pending™

Mark	Country	App. Ser. No.	Reg. No.	Filing Date	Reg. Date	Owner	Status
<b>FUELPERKS!</b> (word mark for magnetically coded credit cards in class 9; retail supermarket services; retail convenience store services including fuel; and promoting the goods and services of others by offering discounts on the price of gasoline to purchasers of those goods and services in class 35; and credit card services in class 36) Class 9, 35 and 36	USA	77/976,699	3,613,759	10/1/2007	4/28/2009	Phoenix Intangibles Holding Company	Registered®
<b>GETGO FOODPERKS! and DESIGN</b> (work mark for retail supermarket services; retail convenience store services featuring fuel; and promoting fuel sales by offering discounts on the purchases of goods and services of others to purchasers of fuel) Class: 35	USA	77/707,179		4/6/2009		Phoenix Intangibles Holding Company	Pending™
<b>GIANT EAGLE SIMPLY FRESH</b> (soups; cobb salad; Caesar salad; spring mix salad; potato salad; macaroni salad; coleslaw; prepared sandwiches; cut vegetables; ready-to-eat prepared entrees in class 029) Class: 029	USA	77/737,071		5/14/2009		Phoenix Intangibles Holding Company	Pending™



Mark	Country	App. Ser. No.	Reg. No.	Filing Date	Reg. Date	Owner	Status
GIFTERGO (online retail store services featuring downloadable gift cards in class 35)	USA	77/732,429		<del>XX/XX/XX</del> 5/8/2009		Phoenix Intangibles Holding Company	Pending™
PUMP FUEL, SAVE ON GROCERIES (word mark for use in association with retail supermarket services; retail convenience store services featuring fuel; promoting the goods and services of others by offering discounts on the price of gasoline to purchasers of those goods and services) Class: 035	USA	77/717,709		4/20/2009		Phoenix Intangibles Holding Company	Pending™
SHOP THE WORLD ONLINE. GET FREE FUEL (word mark for promoting the goods and services of others by means of operating an online shopping mall with links to retail web sites of others in class 35) Class: 035	USA	77/737,847		<del>XX/XX/XX</del> 5/15/2009		Phoenix Intangibles Holding Company	Pending™
SIMPLY FRESH (word mark for soups; cobb salad; Caesar salad; spring mix salad; potato salad; macaroni salad; coleslaw; prepared sandwiches; cut vegetables; ready-to-eat prepared entrees in class 29) Class: 029		77/737, 066		5/14/2009		Phoenix Intangibles Holding Company	Pending™