

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The Bank of New York Mellon		08/27/2010	State Chartered Bank: NEW YORK

**RECEIVING PARTY DATA**

Name:	Phoenix Intangibles Holding Company
Street Address:	4005 Kennett Pike, Suite 220
Internal Address:	Two Greenville Crossing
City:	Greenville
State/Country:	DELAWARE
Postal Code:	19807
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 30**

Property Type	Number	Word Mark
Serial Number:	77028065	AQUAADE
Serial Number:	77326862	E-OFFERS
Serial Number:	77045194	FLAVOR FUSION
Serial Number:	77255576	HEALTHPERKS!
Registration Number:	3487607	AMERICAN SEAWAY FOODS
Registration Number:	2781332	AQUA XTRA
Registration Number:	3217217	AQUAADE
Registration Number:	2946381	
Registration Number:	2948629	
Registration Number:	3610079	CHESTNUT RIDGE
Registration Number:	3610081	CHESTNUT RIDGE BEVERAGE COMPANY
Registration Number:	3215890	COURTNEY TAYLOR
Registration Number:	3390270	EGGCEPTIONALS

OP \$765.00 77028065

**900171361**

**TRADEMARK  
 REEL: 004276 FRAME: 0388**

Registration Number:	3562207	FLAVOR TWIST
Registration Number:	3266394	FRESH FINDS
Registration Number:	3513998	G
Registration Number:	3785227	GIANT EAGLE
Registration Number:	3366493	GIANT EAGLE EXPRESS
Registration Number:	3315892	NATURE'S BASKET GIANT EAGLE
Registration Number:	3497660	GIANT EAGLE NATURE'S BASKET ORGANIC
Registration Number:	3168744	GIANT EAGLE OPTICAL
Registration Number:	3168745	GIANT EAGLE OPTICAL
Registration Number:	3402787	HEALTHY MEDLEY
Registration Number:	1784962	LE-NATURE'S
Registration Number:	2853154	LE NATURE'S
Registration Number:	3787790	NATURE'S FORMULA
Registration Number:	3314693	PHOTO BAR
Registration Number:	3662711	GIANT EAGLE PRICE CUT
Registration Number:	3662710	PRICE CUT
Registration Number:	3263468	TOP 'N BAKE

**CORRESPONDENCE DATA**

Fax Number: (412)566-6099  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 412-566-6777  
Email: dradack@eckertseamans.com, ipmail@eckertseamans.com  
Correspondent Name: David V. Radack  
Address Line 1: 600 Grant Street, 44th Floor  
Address Line 2: U. S. Steel Tower  
Address Line 4: Pittsburgh, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER:	076021-00250
NAME OF SUBMITTER:	David V. Radack
Signature:	/DVR/
Date:	09/10/2010

Total Attachments: 6  
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## TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

This Termination and Release of Trademark Security Agreement (“Release”), entered into as of the 27<sup>th</sup> day of August, 2010, by and between (i) Phoenix Intangibles Holding Company (“Phoenix”), a Delaware Corporation, and (ii) The Bank of New York Mellon (“BNYM”), 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”).

### RECITALS

A. Pursuant to the Second Amended and Restated Credit Agreement, dated as of November 7, 2005 (as the same may have been amended, restated, supplemented, or otherwise modified from time-to-time, the “Second Amended and Restated Credit Agreement”) and the Second Amended and Restated Security Agreement, dated as of November 7, 2005, in favor of the Collateral Agent (as the same may have been amended, restated, supplemental, or otherwise modified from time-to-time, the “Second Amended and Restated Security Agreement”), the Lenders and Issuers party thereto, Citicorp USA, Inc. as Administrative Agent for the Lenders and Issuers, and BNYM, as Collateral Agent for the Lenders and Issuers, the Lenders and Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein.

B. Phoenix is a party to the Subsidiary Guaranty pursuant to which it has guaranteed the obligations.

C. Phoenix, as collateral security for the full, prompt, and complete payment and performance when due of the Secured Obligations, did collaterally assign, convey, mortgage, pledge, hypothecate, and transfer to the Collateral Agent for the benefit of the Secured Parties and granted to the Collateral Agent for the benefit of the Secured Parties, a lien on and security interest in all right, title, and interest in, to, and under the Trademark Collateral (as such term is defined in the Short Form Trademark Security Agreement (referred to below), which includes,

without limitation, the trademark registrations and/or applications listed in Schedule I attached hereto).

D. Phoenix executed a Short Form Trademark Security Agreement, dated November 13, 2008 and recorded at the United States Patent and Trademark Office on March 2, 2009, at Reel 3944, Frame 0415 ("Short Form Trademark Security Agreement").

E. The Borrower has refinanced its obligations under the Second Amended and Restated Credit Agreement.

F. The Collateral Agent and Phoenix desire to terminate the Short Form Trademark Security Agreement.

*NOW, THEREFORE*, the parties agree as follows:

1. 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.

2. The Collateral Agent hereby terminates the Short Form Trademark Security Agreement and release the Trademark Collateral from any security interest and neither Phoenix nor the Collateral Agent shall have any obligations pursuant to the Short Form Trademark Security Agreement.

3. The Collateral Agent agrees that Phoenix will make this Release of record by filing the same with the United States Patent and Trademark Office and paying all applicable recordation fees.

IN WITNESS WHEREOF, the Collateral Agent has caused this Termination and Release of Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

The Bank of New York Mellon,  
Successor in interest to Mellon Bank, N.A.,  
As Collateral Agent

By David B. Wick  
(Signature)

David B. Wick  
(Printed / Typed Name)

Vice President  
(Printed / Typed Title)

DUP

State of Pennsylvania :  
County of Allegheny : ss.

On this, the 27 day of August, 2010, before me personally appeared DAVID WICK, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of The Bank of New York Mellon, Successor in interest to Mellon Bank, N.A., as Collateral Agent, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that 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

In witness whereof, I hereunto set my hand and official seal.

(NOTARIAL SEAL)

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Lisa Lomb, Notary Public  
O'Hara Twp., Allegheny County  
My Commission Expires Aug. 30, 2011  
Member, Pennsylvania Association of Notaries

**ACCEPTED AND AGREED AS OF  
THE DATE FIRST ABOVE WRITTEN**

Phoenix Intangibles Holding Company

By: \_\_\_\_\_

  
Kevin Shelton

(Printed/Typed Name)

Vice President and Treasurer

(Printed/Typed Title)

## SCHEDULE I

### A. APPLICATIONS

	<u>MARK</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>
1.	AQUAADE	77/028,065	October 24, 2006
2.	E-OFFERS	77/326,862	November 12, 2007
3.	FLAVOR FUSION	77/045,194	November 16, 2006
4.	HEALTHPERKS!	77/255,576	August 15, 2007

### B. REGISTRATIONS

	<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
1.	AMERICAN SEAWAY FOODS	3,487,607	August 19, 2008
2.	AQUA XTRA	2,781,332	November 11, 2003
3.	AQUAADE	3,217,217	March 13, 2007
4.	Bottle Design	2,946,381	May 3, 2005
5.	Bottle Design	2,948,629	May 10, 2005
6.	CHESTNUT RIDGE	3,610,079	April 21, 2009
7.	CHESTNUT RIDGE BEVERAGE COMPANY	3,610,081	April 21, 2009
8.	COURTNEY TAYLOR and Design	3,215,890	March 6, 2007
9.	EGGCEPTIONALS	3,390,270	February 26, 2008
10.	FLAVOR TWIST	3,562,207	January 13, 2009
11.	FRESH FINDS	3,266,394	July 17, 2007
12.	G	3,513,998	October 7, 2008
13.	GIANT EAGLE and Design	3,785,227	May 4, 2010
14.	GIANT EAGLE EXPRESS	3,366,493	January 8, 2008
15.	GIANT EAGLE NATURE'S BASKET and Design	3,315,892	October 23, 2007



B. REGISTRATIONS CONTINUED

	<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
16.	GIANT EAGLE NATURE'S BASKET ORGANIC and Design	3,497,660	September 9, 2008
17.	GIANT EAGLE OPTICAL	3,168,744	November 7, 2006
18.	GIANT EAGLE OPTICAL and Design	3,168,745	November 7, 2006
19.	HEALTHY MEDLEY	3,402,787	March 25, 2008
20.	LE-NATURE'S	1,784,962	July 27, 1993
21.	LE NATURE'S	2,853,154	June 15, 2004
22.	NATURE'S FORMULA	3,787,790	May 11, 2010
23.	PHOTO BAR	3,314,693	October 16, 2007
24.	PRICE CUT Logo (w/ Giant Eagle Shield)	3,662,711	August 4, 2009
25.	PRICE CUT Logo (w/o Giant Eagle Shield)	3,662,710	August 4, 2009
26.	TOP 'N BAKE	3,263,468	July 10, 2007

C. CANADIAN REGISTRATIONS

	<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
27.	AQUA XTRA	TMA645055	July 28, 2005
28.	LE-NATURE'S	TMA645486	August 9, 2005
29.	LE NATURE'S	TMA628915	December 22, 2004