

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: 5

Property Type	Number	Word Mark
Serial Number:	77565604	VALU KING
Registration Number:	3043672	GIANT EAGLE FUELPERKS!
Registration Number:	3715868	GIANT EAGLE FUELPERKS! SHOP YOUR WAY TO FUEL SAVINGS
Registration Number:	3043676	GIANT EAGLE FUELPERKS! SHOP YOUR WAY TO FUEL SAVINGS
Registration Number:	3735261	VALU KING

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

OP \$140.00 77565604

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: 5
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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 27th 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 January 7, 2010 and recorded at the United States Patent and Trademark Office on January 26, 2010, at Reel 4137, Frame 0261 (“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.

**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.	VALU KING	77/565,604	September 9, 2008

B. REGISTRATIONS

	<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
1.	GIANT EAGLE FUELPERKS! and Design	3,043,672	January 17, 2006
2.	GIANT EAGLE FUELPERKS! SHOP YOUR WAY TO FUEL SAVINGS and Design	3,715,868	November 24, 2009
3.	GIANT EAGLE FUELPERKS! SHOP YOUR WAY TO FUEL SAVINGS and Design	3,043,676	January 17, 2006
4.	VALU KING	3,735,261	January 5, 2010