

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s): Nash-Finch Company
[] Individual(s) [] Association
[] General Partnership [] Limited Partnership
[X] Corporation
[] Limited Liability Company
Citizenship: DE
Execution Date(s) December 21, 2011
Additional names of conveying parties attached? [] Yes [X] No

2. Name and address of receiving party(ies)
Additional names, addresses, or citizenship attached? [] Yes [X] No
Name: Wells Fargo Capital Finance, LLC
Internal Address:
Street Address: 150 South Wacker Drive, Suite 2200
City: Chicago
State: IL
Country: USA Zip: 60606
[] Association Citizenship:
[] General Partnership Citizenship:
[X] Limited Liability Company Citizenship: DE
[] Corporation Citizenship:
[] Other ___ Citizenship:
If assignee is not domiciled in the United States, a domestic representative designation is attached. [] Yes [X] No (Designations must be a separate document from assignment)

3. Nature of conveyance:
[] Assignment [] Merger
[X] Security Agreement [] Change of Name
[] Other

4. Application number(s) or registration number(s) and identification or description of the Trademark.
A. Trademark Application No.(s) See Attached Schedule A
B. Trademark Registration No.(s) See Attached Schedule A
Additional sheet(s) attached? [X] Yes [] No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:
Name: Susan O'Brien
Internal Address: CT Lien Solutions
Street Address: 187 Wolf Road, Suite 101
City: Albany
State: NY Zip: 12205
Phone Number: 800-342-3676
Fax Number: 800-962-7049
Email Address: cls-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved: 64
7. Total fee (37 CFR 2.8(b)(6) & 3.41) \$ 1615
[] Authorized to be charged by credit card
[] Authorized to be charged to deposit account
[] Enclosed
8. Payment information:
a. Credit Card Last 4 Numbers 1640 Expiration Date 10/13
b. Deposit Account Number
Authorized User Name:

9. Signature: Kareem Ansley Signature
December 21, 2011 Date
Total number of pages including cover sheet, attachments, and document: 2
Name of Person Signing: Kareem Ansley

Documents to be recorded (including cover sheet) should be faxed to (703) 306-8895, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$1615.00 125781

SCHEDULE A

<u>MARK</u>	<u>REGISTRATION NUMBER/APPLICATION NUMBER</u>	<u>REGISTRATION DATE/APPLICATION DATE</u>
Jack & Jill	1257814	11/15/83
Jack & Jill (Stylized)	739189	10/9/62
Food Bonanza & Design	1481988	3/22/88
Food Bonanza	1135930	5/20/80
Customer Satisfaction is Always First & Design	937789	7/11/72
Tender Taste	0733505	6/26/62
Tender Taste & Design	0740999	11/20/62
Our Family	0369014	7/11/39
Food Pride	1788692	8/17/93
Econo Foods	1419536	12/2/86
Sun Mart Foods	1920466	9/19/95
Bernini	1620244	10/30/90
Our Family Foods	1704384	7/28/92
More Card	2124886	12/30/97
EconoMart	1842143	6/28/94
Flowers Too	1862117	11/8/94
Econo Card	2106491	10/21/97
Nash-Finch Company	2083413	7/29/97
Miscellaneous Design (Wheat)	2043240	3/11/97
Menu Sensations	2148257	3/31/98
Econo Stop	2087329	8/12/97
The Fresh Place	2075552	7/1/97
Our Best For You	2263186	7/20/99
FTC Express	2359406	6/20/00
Family Thrift Center & Design	2505778	11/13/01
Sun Mart & Design	2373954	8/1/00

Our Signature	2639523	10/22/02
Nashnet	2541514	2/19/02
You're In, You're Out... You're Home	2504202	11/6/01
Performance Driven	2588431	7/2/02
Value Choice	3142745	9/12/06
Value Choice	3075466	4/4/06
Our Family	2690200	2/25/03
Avanza	2744438	7/29/03
Avanza Supermarket	2744439	7/29/03
Miscellaneous Design (3D Rooster)	2880803	9/7/04
Dewy Fresh	3078539	4/11/06
Feeding Imagination	3267528	7/24/07
Feeding Imagination A Nash Finch Educational Program & Design	3300703	10/2/07
Operation Fresh Start & Design	3367873	1/15/08
Well Balanced	3652785	7/7/09
Well Balanced & Design	3732071	12/29/09
Fruity Planets	3585432	3/10/09
Ultimate Fresh & Design	3509828	9/30/08
Well Balanced Kids	3726110	12/15/09
Well Balanced Kids & Design	3822387	7/20/10
Miscellaneous Design (Heart with Arrow and Bulls Eye)	1140556	10/14/80
Fruity Crunchy Crisps	3663145	7/28/09
Cocoa Crunchy Crisps	3662146	7/28/09
Cinnamon Swirl Bites	3662147	7/28/09
Honey Bee Crunch	3607275	4/14/09
Graham Cracker Bites	3745528	2/2/10
Pirates Treasure	3604012	4/7/09

Family Fresh Market	3618392	5/12/09
Lewis the Bookworm	3704121	11/3/09
Lewis the Bookworm Design	3675162	9/1/09
Feed Your Senses	3582754	3/3/09
Our Signature Service	3582755	3/3/09
Nash Finch Store Core	3776932	4/20/10
Nash Finch Store Core & Design	3776933	4/20/10
4 Corner Crunch	3791332	5/18/10
Cookie Blast Bites	3834139	8/17/10
Cocoa Caboodles	3906379	1/18/10
Labels for Learning	4048821	11/1/11

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, NASH-FINCH COMPANY, a Delaware corporation (the "Grantor") with principal offices at 7600 France Avenue South, P.O. Box 355, Minneapolis, Minnesota 55440-0355, hereby grants to WELLS FARGO CAPITAL FINANCE, LLC, as Collateral Agent, with offices at 150 South Wacker Drive, Suite 2200, Chicago, Illinois 60606 (the "Grantee"), a continuing security interest in (i) all of the Grantor's right, title and interest in, to and under to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other pledgors from time to time party thereto and the Grantee, dated as of December 21, 2011 (as amended, modified, supplemented, extended, renewed, restated, refinanced, restructured or replaced from time to time, the "Security Agreement").

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Grant as of
the 21st day of December, 2011.

NASH-FINCH COMPANY, as Grantor

By: Robert B. Dimond

Name: Robert B. Dimond

Title: Executive Vice President, CFO &
Treasurer

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

[Signature Page to Grant of Security Interest in United States Trademarks]

TRADEMARK
REEL: 004685 FRAME: 0206

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

WELLS FARGO CAPITAL FINANCE, LLC,
as Collateral Agent and Grantee

By: 

Name: Brian Kennedy

Title: Director

[Signature Page to Grant of Security Interest in United States Trademarks]