

## 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
	Haggen, Inc.		08/01/2012	CORPORATION: WASHINGTON
	Haggen Acquisition LLC		08/01/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA				
Name:	Harris N.A., as Agent			
Street Address:	111 West Monroe Street			
City:	Chicago			
State/Country:	ILLINOIS			
Postal Code:	60603			
Entity Type:	a National Banking Association: UNITED STATES			
PROPERTY NUMBERS Total: 3				
	Property Type	Number	Word Mark	
Serial Number:		85384653	NORTHWEST FRESH	
Serial Number:		85591687	HAGGEN TRADING POST	
Serial Number:		85384659	GRANDMA HAGGEN	
CORRESPONDENCE DATA				
Fax Number:	3126095005			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>				
Phone:	(312) 609-7838			
Email:	podonoghue@vedderprice.com			
Correspondent Name:	Patricia O'Donoghue, Vedder Price P.C.			
Address Line 1:	222 North LaSalle Street			
Address Line 2:	Suite 2500			
Address Line 4:	Chicago, ILLINOIS 60601			
ATTORNEY DOCKET NUMBER:	40870.00.0021-H.POITRAS			

CH \$90.00 85384653

NAME OF SUBMITTER:	Patricia O'Donoghue
Signature:	/Patricia O'Donoghue/
Date:	08/22/2012
<b>Total Attachments: 4</b> source=Haggen - Grant of Security Interest TM#page1.tif source=Haggen - Grant of Security Interest TM#page2.tif source=Haggen - Grant of Security Interest TM#page3.tif source=Haggen - Grant of Security Interest TM#page4.tif	

**THIS GRANT OF SECURITY INTEREST IN COPYRIGHT, PATENTS AND TRADEMARK RIGHTS** (this "**Agreement**"), dated as of August 1, 2012 is made by **HAGGEN, INC.** ("**Company**") with offices at 2211 Rimland, Bellingham, Washington 98226, and **HAGGEN ACQUISITION LLC** ("**Haggen LLC**"), a Delaware limited liability company with offices at c/o Comvest Investment, 525 Okechobee Boulevard, Suite 1050, West Palm Beach, Florida 33401, (Company and Haggen LLC, collectively, the "**Grantors**") in favor of **HARRIS N.A.**, with offices at 111 West Monroe Street, Chicago, Illinois 60603, as Agent (in such capacity, the "**Agent**") for the Secured Parties, in accordance with the Loan and Security Agreement, dated as of March 11, 2011 (as further amended, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), among Agent, for itself and as agent for the financial institutions party thereto ("**Lenders**").

W I T N E S S E T H:

**WHEREAS**, in connection with the Loan Agreement, Grantors have executed and delivered a Guaranty and Collateral Agreement, dated as of March 11, 2011, in favor of the Agent and Lenders (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "**Guaranty Agreement**");

**WHEREAS**, pursuant to the Guaranty Agreement, each Grantor has agreed to grant to the Agent for the benefit of the Agent and Lenders, a continuing security interest in all Intellectual Property, including, without limitation, the Trademarks; and

**WHEREAS**, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

**NOW THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Agent and Lenders to enter into the Loan Agreement, and to secure the Obligations, the Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Guaranty Agreement.

SECTION 2. Notice of Grant of Security Interest. Pursuant to the Guaranty Agreement, the Grantors assign and grant to the Agent, for its benefit and the benefit of the Lenders, and to secure the prompt and complete payment and performance of all Obligations, a security interest in all of its right, title and interest in, to and under the Grantors' Copyrights, Patents and Trademarks (including, without limitation, those items listed on Schedule A hereto).

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and/or United States Copyright Office. The security interest granted hereby has been granted to the Agent for its benefit and the benefit of the Lenders in connection with the Guaranty Agreement and is expressly subject to the terms and conditions thereof. The Guaranty Agreement (and all rights and remedies of the Agent and the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Grantors do hereby further acknowledge and affirm that the rights and remedies of the Agent and the Lenders with respect to the security interest in the Copyrights, Patents and Trademarks granted hereby are more fully set forth in the Loan Agreement and the Guaranty Agreement, the terms and provisions of which (including, without limitation, the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guaranty Agreement, the terms of the Guaranty Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of page intentionally left blank; Signatures appear on following page.]

***Signature Page to Grant of Security Interest in Copyrights, Patents and Trademark Rights***

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**GRANTORS:**

**HAGGEN, INC.**, a Washington corporation

By:   
Ronald Stevens  
Chief Financial Officer

**HAGGEN ACQUISITION, LLC**, a Delaware  
limited liability company

By:   
Name: Ronald Stevens  
Title: Chief Financial Officer

**Schedule A**  
**Copyrights, Patents and Trademarks**

MARK	JURISDICTION	APP. NO.	FILING DATE	REG. NO.	REG. DATE	GOODS/SERVICES	STATUS	OWNER
NORTHWEST FRESH	US	85384653	7/29/2011	n/a	n/a	Class 35: Retail grocery store services; retail pharmacy and drug store services; retail bakery; retail shop featuring flowers; retail store services featuring a wide variety of packaged, prepared and fresh food and beverages	Pending; Published for opposition 06/12/2012	Haggen, Inc.
HAGGEN TRADING POST	US	85591687	4/6/2012	n/a	n/a	Class 35: Retail discount store services in the field of general consumer merchandise and food; Retail variety stores	Pending; Awaiting first action.	Haggen, Inc.
GRANDMA HAGGEN	US	85384659	7/29/2011	n/a	n/a	Class 35: Retail grocery store services; retail pharmacy and drug store services; retail bakery; retail shop featuring flowers; retail store services featuring a wide variety of packaged, prepared and fresh food and beverages	Allowed; Statement of Use/Extension of Time due 10/17/2012	Haggen, Inc.