

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM342154

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Warehouse Concepts		05/18/2015	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION		
Street Address:	1525 WEST W.T. HARRIS BLVD		
Internal Address:	MAC D1109-019/SYNDICATION AGENCY SERVICES		
City:	CHARLOTTE		
State/Country:	NORTH CAROLINA		
Postal Code:	28262		
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1941135	FOOD SOURCE	
CORRESPONDENCE DATA			
Fax Number:	9495676710		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	949-567-6700		
Email:	achen@orrick.com		
Correspondent Name:	Orrick, Herrington & Sutcliffe LLP		
Address Line 1:	2050 Main Street, Suite 1100		
Address Line 2:	IP Prosecution Department		
Address Line 4:	Irvine, CALIFORNIA 92614-8255		
ATTORNEY DOCKET NUMBER:	1696-595		
NAME OF SUBMITTER:	Bradford S. Breen		
SIGNATURE:	/Bradford Breen/		
DATE SIGNED:	05/21/2015		
Total Attachments: 6			
source=762200880(1)_Raley_s - Trademark Security Agreement (Executed)#page1.tif			
source=762200880(1)_Raley_s - Trademark Security Agreement (Executed)#page2.tif			
source=762200880(1)_Raley_s - Trademark Security Agreement (Executed)#page3.tif			

CH \$40.00 1941135

source=762200880(1)_Raley_s - Trademark Security Agreement (Executed)#page4.tif
source=762200880(1)_Raley_s - Trademark Security Agreement (Executed)#page5.tif
source=762200880(1)_Raley_s - Trademark Security Agreement (Executed)#page6.tif

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of May 18, 2015 (as amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), is made by the entities identified as grantors on the signature pages hereto (each a “Grantor” and collectively the “Grantors”) in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent for the benefit of the Secured Parties (in such capacity together with its successors and permitted assigns, the “Administrative Agent”).

WHEREAS the Grantors are party to a Collateral Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) among the Grantors and the other grantors from time to time party thereto and the Administrative Agent pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms used herein (including in the preamble of this Agreement) shall have the meanings given to them in the Collateral Agreement and the Credit Agreement (as defined in the Collateral Agreement), as applicable.

SECTION 2. GRANT OF SECURITY INTEREST

SECTION 2.1 Scope of Grant. The Grantors, as security for the payment and performance in full of the Secured Obligations of the Grantors (including, if a Grantor is a Guarantor, the Secured Obligations of the Grantors arising under the Guaranty Agreement), hereby pledge to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grant to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by any Grantor (collectively, the “Trademark Collateral”):

- (i) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including, without limitation, registrations and registration applications in the United States Patent and Trademark Office (“USPTO”), including the registrations and registrations applications listed in Schedule A hereto, or in any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by the Grantor and all goodwill connected with the use thereof and symbolized thereby,

(ii) all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for infringements or other violations thereof,

(iii) all rights corresponding to the foregoing throughout the world, and

(iv) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing;

provided that the Trademark Collateral shall not include any Excluded Assets.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing, and acceptance by the USPTO, of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. COLLATERAL AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the ratable benefit of itself and the Secured Parties pursuant to the Collateral Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

SECTION 4. RECORDATION

The Grantors hereby authorize and request that the USPTO record this Agreement.

SECTION 5. TERMINATION

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than contingent indemnity obligations not yet due). Upon the termination of this Agreement, the Administrative Agent shall, at the expense of the Grantors, execute all documents, make all filings and take all other actions reasonably requested by the Grantors to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK


SECTION 7. COUNTERPARTS

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and shall be binding upon all parties, their successors and assigns, and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement or any document or instrument delivered in connection herewith by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement or such other document or instrument, as applicable.

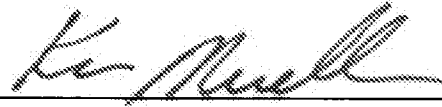
[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the undersigned Grantors has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


RALEY'S, as Grantor

By: 
Name: Kenneth Mueller
Title: Chief Financial Officer

RALEY'S TM INC., as Grantor

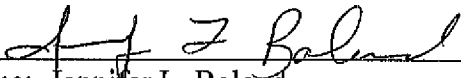
By: 
Name: Kenneth Mueller
Title: Chief Financial Officer

WAREHOUSE CONCEPTS, as Grantor

By: 
Name: Kenneth Mueller
Title: Chief Financial Officer

Acknowledged and Agreed:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, as Administrative Agent

By: 
Name: Jennifer L. Boland
Title: Senior Vice President

**SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT**

Federal Trademarks	Registered Owner	Registration Date	Status	Serial No./ Registration No.
AGRI CHECK	Raley's	11/27/01	Active	2513270
NOB HILL FOODS	Raley's	10/01/02	Active	2627092
CHECKPOINT CERTIFIED SEAFOOD DEPARTMENT FOOD SAFETY PROGRAM	Raley's	12/04/01	Active	2513808
CARING FOR OUR COMMUNITY and Design	Raley's	04/17/01	Active	2444986
RALEY'S CLEAN AIR MACHINE	Raley's	05/04/99	Active	2243410
CARING FOR OUR COMMUNITY	Raley's	06/09/98	Active	2163454
RALEY'S LANDING	Raley's	12/17/96	Active	2023678
SIZZLING WOK	Raley's	08/27/96	Active	1996687
RALEY'S	Raley's	04/13/71	Active	0911413
R EVERYDAY	Raley's TM Inc.	06/13/06	Active	3103877
AISLE 1	Raley's TM Inc.	09/20/05	Active	2997810
B IS FOR BABY	Raley's TM Inc.	12/09/08	Active	3544691
RALEY'S ECART	Raley's TM Inc.	05/17/05	Active	2951042
QUALITY OF LIFE CARD	Raley's TM Inc.	03/01/05	Active	2929470
SOMETHING EXTRA	Raley's TM Inc.	08/05/03	Active	2746934
WEB-FILL PRESCRIPTION REFILLS and Design	Raley's TM Inc.	01/14/03	Active	2674868
VIP SELECT and Design	Raley's TM Inc.	12/24/02	Active	2666362
SOMETHING EXTRA TRY IT	Raley's TM Inc.	7/16/13	Active	4368621
SOMETHING EXTRA	Raley's TM Inc.	8/20/13	Active	4387270
FOOD SOURCE	Warehouse Concepts	12/12/95	Active	1941135