

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM373916

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association		02/17/2016	Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	Safeway Inc.		
Street Address:	5918 Stoneridge Mall Rd.		
City:	Pleasanton		
State/Country:	CALIFORNIA		
Postal Code:	94588		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3776592	RXTE	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<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:	212-756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	S. Kareff c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 2:	25th Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	014951-0667		
NAME OF SUBMITTER:	Scott Kareff (014951-0667)		
SIGNATURE:	/kc for sk/		
DATE SIGNED:	02/19/2016		
Total Attachments: 5			
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RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of February 17, 2016 (the “Effective Date”), is made by WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as notes collateral agent (the “Notes Collateral Agent”), in favor of the grantor party identified on the signature page hereto (the “Grantor”).

WHEREAS, pursuant to that certain Security Agreement, dated as of January 30, 2015 (as supplemented, amended, amended and restated, supplemented or otherwise modified from time to time, the “Notes Security Agreement”) by and among Albertsons Companies, LLC (as successor to Albertson’s Holdings LLC) and Safeway (as the successor to Saturn Acquisition Merger Sub, Inc.), the guarantors from time to time party thereto and the Notes Collateral Agent;

WHEREAS, pursuant to the Notes Security Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of January 30, 2015 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 6, 2015 at Reel/Frame 5454/0914;

WHEREAS, in reliance of the Grantor’s representations and warranties concerning the transactions referenced in that certain Confirmation of Partial Release, dated as of the date hereof, the Notes Collateral Agent has agreed to release, discharge, terminate and cancel its security interest in certain specified collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Grantor and the Notes Collateral Agent hereby agrees as follows:


1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Notes Security Agreement or the Trademark Security Agreement, as applicable.
2. Release of Specified Collateral. The Notes Collateral Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the trademark registrations and applications set forth Schedule I attached hereto (the “Released Trademark Collateral”), arising under the Notes Security Agreement and the Trademark Security Agreement. If and to the extent that the Notes Collateral Agent has acquired any right, title or interest in and to the Released Trademark Collateral under the Trademark Security Agreement, the Notes Collateral Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.
3. Limitation. This Release is applicable only and solely with respect to the Released Trademark Collateral and to no other collateral arising under the Notes Security Agreement or the Trademark Security Agreement. The Notes Collateral Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Notes Collateral Agent under the Notes Security Agreement and the Trademark Security Agreement with respect to all such other collateral, and the Notes Collateral Agent’s security interest, liens, rights, titles and interests in such other collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Release.

4. Further Assurances. The Notes Collateral Agent agrees to take any necessary further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. GOVERNING LAW. THIS RELEASE SHALL BE GOVERNED EXCLUSIVELY UNDER THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW OR CHOICE OF LAW PRINCIPLES.

IN WITNESS WHEREOF, the Notes Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Notes Collateral Agent**

By: 
Name: Hallie E. Field
Title: Assistant Vice President

[Signature Page to 2nd Lien Notes Trademark Release]

**TRADEMARK
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GRANTOR:

SAFEWAY INC.

By: 

Name: Robert A. Gordon

Title: Executive Vice President, General
Counsel & Secretary

[Signature Page to 2nd Lien Notes Trademark Release]

TRADEMARK
REEL: 005736 FRAME: 0279

SCHEDULE I

<u>TRADEMARK</u>	<u>APPLICANT/OWNER</u>	<u>REGISTRATION NUMBER / APPLICATION NUMBER</u>
RxTE	Safeway Inc.	3,776,592

DOC ID - 23908147.4