900370931 07/11/2016

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM391050

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900370551

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association		07/07/2016	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	SuperValu Inc.		
Street Address:	11840 Valley View Road		
City:	Eden Prairie		
State/Country:	MINNESOTA		
Postal Code:	55344-3691		
Entity Type:	Corporation: DELAWARE		

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1516551	LANCASTER BRAND
Registration Number:	0789147	LANCASTER BRAND

CORRESPONDENCE DATA

Fax Number: 6123408827

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.

Phone: 6124926842

Email: ip.docket@dorsey.com

Correspondent Name: Jeffrey R. Cadwell, Dorsey & Whitney LLP

Address Line 1: 50 South Sixth Street

Address Line 2: Suite 1500

Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:Jeffrey R. CadwellSIGNATURE:/Jeffrey R. Cadwell/DATE SIGNED:07/11/2016

Total Attachments: 4

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> TRADEMARK 900370931 REEL: 005821 FRAME: 0474

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Termination and Release") is granted as of July 7, 2016, by WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as administrative agent (in such capacity, the "Grantee"), in favor of SUPERVALU INC., a Delaware corporation (the "Grantor").

WHEREAS, the Grantor is successor-in-interest to Acme Markets, Inc. ("<u>Acme</u>") to the trademarks identified on <u>Exhibit A</u> hereto by virtue of an assignment recorded with the United States Patent and Trademark Office ("<u>PTO</u>") on February 28, 2013;

WHEREAS, Grantor, as successor-in-interest to Acme's rights, is a party with the Grantee to a Security Agreement dated as of August 30, 2012 (as has been amended, modified, restated, and/or supplemented from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Acme executed a Grant of Security Interest in United States Trademarks dated as of August 30, 2012 (the "<u>Trademark Security Agreement</u>"), granting the Grantee a security interest in and lien on certain Trademark Collateral (as defined below);

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the PTO on October 26, 2012, at Reel 4893, Frame 0692, against the trademarks identified on Exhibit A hereto; and

WHEREAS, the Grantor has requested that the Grantee terminate and release its security interests in and liens on the Trademark Collateral identified on <u>Exhibit A</u> and as herein provided, and the Grantee has agreed to do so.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantee hereby agrees as follows:

1. Definitions.

- a. All capitalized terms used herein shall have the meaning ascribed to them in the Security Agreement, unless otherwise defined in this Termination and Release.
- b. The term "Trademark Collateral," as used herein, shall mean: (a) all of the Grantor's right, title and interest in, to and under to the United States trademark registrations (the "Marks") set forth on Exhibit A attached hereto, (b) all rights and privileges arising under applicable law with respect to Grantor's use of any Marks, and all reissues, extensions, continuation and renewals thereof, (c) all prints and labels on which any Marks have appeared or will appear, and all designs and general intangibles of a like nature; (d) the goodwill of the business symbolized by each of the Marks, including, without limitation, all customer lists and

other records relating to the distribution of products or services bearing the Marks, and (e) all rights corresponding thereto.

- 2. <u>Release of Security Interest</u>. The Grantee hereby terminates, releases, and discharges all liens and security interests in the Trademark Collateral identified on <u>Exhibit A</u>.
- 3. <u>Reassignment</u>. The Grantee hereby reassigns, grants, and conveys to the Grantor, without any representation, recourse or undertaking by the Grantee, all of the Grantee's right, title, and interest in and to the Trademark Collateral identified on <u>Exhibit A</u>.

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

WELLS FARGO BANK, NATIONAL ASSOCIATION, Grantee

Bv:

Name

Director

[SIGNATURE PAGE TO TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS]

EXHIBIT A

Mark	Reg. No.
LANCASTER BRAND LOGO	1516551
LANCASTER BRAND	0789147

RECORDED: 07/07/2016