

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM437222

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Unified Grocers, Inc.		06/23/2017	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Goldman Sachs Bank USA, as Administrative Agent and Collateral Agent		
Street Address:	200 WEST STREET		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Bank: NEW YORK		
PROPERTY NUMBERS Total: 44			
Property Type	Number	Word Mark	
Registration Number:	4927982	A WORLD OF DIFFERENCE	
Registration Number:	1854786	COTTAGE HEARTH	
Registration Number:	2267318	GOLDEN CREME	
Registration Number:	2068201	GOLDEN CREME	
Registration Number:	2367184	GRAND REWARDS	
Registration Number:	4238125	HEALTHY SOLUTIONS	
Registration Number:	3881229	HOMETOWN FRESH	
Registration Number:	3881228	HOMETOWN FRIENDLY	
Registration Number:	3877908	HOMETOWN HEROES	
Registration Number:	3361179	IOS	
Registration Number:	5222068	KITCHEN CHEF	
Registration Number:	5095588	KITCHEN CHEF SIGNATURE	
Registration Number:	3723215	KITCHEN CHEF SIGNATURE	
Registration Number:	5213830	LIMONAZO	
Registration Number:	5031172	MARKET CENTRE	
Registration Number:	3584869	MARKET CENTRE	
Registration Number:	2827758	MEMBERLINK	
Registration Number:	5067075	MERCADO SAVINGS	
Registration Number:	3190184	MORE WAYS TO MAKE IT YOUR MARKET	

CH \$1115.00 4927982

Property Type	Number	Word Mark
Registration Number:	3245964	MORE WAYS TO MAKE IT YOUR MARKET
Registration Number:	2206081	NEIGHBORHOOD MARKET FAST FRESH FRIENDLY
Registration Number:	4369908	PAWSITIVELY PETS
Registration Number:	1952158	PAY NET
Registration Number:	1019555	PRIZE WILD BIRD FOOD
Registration Number:	1894302	READY PAY
Registration Number:	1931839	READY PAY
Registration Number:	1616987	SELECT MARKETS
Registration Number:	1850829	SENTRY
Registration Number:	1788660	SERIOUS ABOUT SERVICE
Registration Number:	3566235	SERVICES FOR GROCERS...BY GROCERS
Registration Number:	4096358	SPECIAL VALUE
Registration Number:	2975990	SPECIAL VALUE
Registration Number:	2033325	SPECIAL VALUE
Registration Number:	1046187	SPECIAL VALUE
Registration Number:	4867627	SPRING FRESH
Registration Number:	3750483	SPRINGFIELD
Registration Number:	1967920	SPRINGFIELD
Registration Number:	1067042	SPRINGFIELD
Registration Number:	3122269	THRIFTWAY
Registration Number:	3122251	THRIFTWAY
Registration Number:	3469066	U UNIFIED GROCERS
Registration Number:	3521609	UNIFIED GROCERS
Registration Number:	3697791	UNIFIED GROCERS INSURANCE SERVICES
Registration Number:	2659980	UNIFIED UNIFIED WESTERN GROCERS, INC.

CORRESPONDENCE DATA

Fax Number: 2127514864
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: 212-906-1216
Email: angela.amaru@lw.com
Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru
Address Line 1: 885 Third Avenue
Address Line 2: Suite 1000
Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	049646-0106
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/S/ Angela M. Amaru

DATE SIGNED:	07/31/2017
---------------------	------------

Total Attachments: 8

- source=SVU - Trademark Security Agreement UG Execution Version#page1.tif
- source=SVU - Trademark Security Agreement UG Execution Version#page2.tif
- source=SVU - Trademark Security Agreement UG Execution Version#page3.tif
- source=SVU - Trademark Security Agreement UG Execution Version#page4.tif
- source=SVU - Trademark Security Agreement UG Execution Version#page5.tif
- source=SVU - Trademark Security Agreement UG Execution Version#page6.tif
- source=SVU - Trademark Security Agreement UG Execution Version#page7.tif
- source=SVU - Trademark Security Agreement UG Execution Version#page8.tif

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

This Grant of Security Interest in United States Trademarks, dated as of June 23, 2017, (this “Grant”) is made by UNIFIED GROCERS, INC. (“Grantor”) in favor of GOLDMAN SACHS BANK USA, in its capacity as Administrative and Collateral Agent for the Credit Parties (in such capacity, the “Grantee”).

Whereas, SUPERVALU INC., a Delaware corporation (the “Borrower”), and the Grantor entered into that certain Joinder to Security Agreement dated as of June 23, 2017 in connection with that certain Term Loan Security Agreement dated as of March 21, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), pursuant to which Grantor became a “Grantor” under the Security Agreement with the same force and effect as if originally named therein as a “Grantor”;

Whereas, this Grant is made to secure the satisfactory performance and payment of all of the Secured Obligations of the Grantor, as such term is defined in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby confirms and reaffirms the prior grant of security interest, and hereby pledges and grants to Grantee, a lien on and security interest in all of the Grantor’s right, title and interest in, to and under, (a) all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locations (URLs), domain names, corporate names and trade names, whether registered or unregistered, owned by or assigned to the Grantor and all registrations and applications for the foregoing (whether statutory or common Law and whether established or registered in the United States or any other country or group of countries or any political subdivision thereof), including, without limitation, the registrations and applications set forth on Schedule A attached hereto (the “Marks”), (b) all rights and privileges arising under applicable law with respect to the Grantor’s use of any Marks, (c) all reissues, extensions, continuation and renewals thereof, (c) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including, without limitation, damages, claims and payments for past, present or future infringements thereof, (d) all of the Goodwill associated with any of the foregoing, (e) rights corresponding thereto throughout the world and (f) rights to sue for past, present and future infringements thereof (collectively, the “Trademark Collateral”).

Notwithstanding anything to the contrary contained in this Grant, the security interest created by this Grant shall not extend to any trademark or servicemark applications that have been filed with the U.S. Patent and Trademark Office on the basis of an “intent-to-use” with respect to such trademarks or servicemarks, unless and until a statement of use or amendment to allege use is filed or any other filing is made or circumstances otherwise change so that the interests of the Grantor in such trademarks in no longer on an “intent-to-use” basis, at which time such trademarks and servicemarks shall automatically and without further action by the parties be subject to the security interests and liens granted by the Grantor to Grantee.

Acknowledgement. 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. Subject to the terms and provisions of the Security Agreement and the security interest granted herein, unless and until an Event of Default shall occur and be continuing, the Grantor shall retain the legal and equitable title to the

Trademark Collateral, and shall have the right to use and register the Trademark Collateral in the ordinary course of the business of the Grantor.

GOVERNING LAW. THIS GRANT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAWS THEREOF.

Counterparts. This Grant may be executed in any number of counterparts (and by the different parties hereto on separate counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Grant, or of any amendment or waiver of any provision of this Grant, by facsimile or other electronic imaging means shall be as effective as delivery of a manually executed counterpart of this Grant.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date first above written.

UNIFIED GROCERS, INC.
as Grantor

By: 

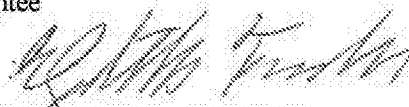
Name: Stuart D. McFarland

Title: Vice President and Assistant Secretary

[Trademark Security Agreement - Unified Grocers, Inc.]

TRADEMARK
REEL: 006118 FRAME: 0210

GOLDMAN SACHS BANK USA,
as Grantee


By: 
Authorized Signatory

Elizabeth Fischer
Authorized Signatory



[Trademark Security Agreement - Unified Grocers, Inc.]

TRADEMARK
REEL: 006118 FRAME: 0211

SCHEDULE A
U.S. TRADEMARKS

	Trademark	Application Number Application Date	Registration Number Registration Date
1.	A WORLD OF DIFFERENCE	86165521 1/14/2014	4927982 3/29/2016
2.	COTTAGE HEARTH	74452858 11/1/1993	1854786 9/20/1994
3.	GOLDEN CREME	75529734 7/31/1998	2267318 8/3/1999
4.	GOLDEN CREME	74452859 11/1/1993	2068201 6/10/1997
5.	GRAND REWARDS	75472280 4/22/1998	2367184 7/11/2000
6.	HEALTHY SOLUTIONS	85041933 5/18/2010	4238125 11/6/2012
7.	HOMETOWN FRESH	77826239 9/14/2009	3881229 11/23/2010
8.	HOMETOWN FRIENDLY	77826234 9/14/2009	3881228 11/23/2010
9.	HOMETOWN HEROES	77826230 9/14/2009	3877908 11/16/2010
10.	IOS	76641770 6/27/2005	3361179 1/1/2008
11.	KITCHEN CHEF	87213947 10/24/2016	5222068 6/13/2017
12.	KITCHEN CHEF SIGNATURE	87076052 6/17/2016	5095588 12/6/2016
13.	KITCHEN CHEF SIGNATURE	77490207 6/3/2008	3723215 12/8/2009
14.	LIMONAZO	87213909 10/24/2016	5213830 5/30/2017
15.	MARKET CENTRE	86880073 1/19/2016	5031172 8/30/2016
16.	MARKET CENTRE 	78980835 11/30/2005	3584869 3/3/2009
17.	MEMBERLINK	78162701 9/10/2002	2827758 3/30/2004
18.	MERCADO SAVINGS	86754887 9/11/2015	5067075 10/25/2016

Trademark	Application Number Application Date	Registration Number Registration Date
		
19. MORE WAYS TO MAKE IT YOUR MARKET	78695483 8/18/2005	3190184 12/26/2006
20. MORE WAYS TO MAKE IT YOUR MARKET	76664209 8/7/2006	3245964 5/29/2007
21. NEIGHBORHOOD MARKET FAST FRESH FRIENDLY 	75175703 10/2/1996	2206081 11/24/1998
22. PAWSITIVELY PETS	85653675 6/15/2012	4369908 7/16/2013
23. PAY NET	74411533 7/9/1993	1952158 1/30/1996
24. PRIZE WILD BIRD FOOD 	73027452 7/22/1974	1019555 9/2/1975
25. READY PAY 	74423947 8/10/1993	1894302 5/16/1995
26. READY PAY 	74184323 7/12/1991	1931839 10/31/1995
27. SELECT MARKETS	73808228 6/21/1989	1616987 10/9/1990
28. SENTRY	73553577 8/15/1985	1850829 8/23/1994
29. SERIOUS ABOUT SERVICE	74338863 12/9/1992	1788660 8/17/1993

	Trademark	Application Number Application Date	Registration Number Registration Date
30.	SERVICES FOR GROCERS...BY GROCERS	77569298 9/12/2008	3566235 1/20/2009
31.	SPECIAL VALUE	85371988 7/14/2011	4096358 2/7/2012
32.	SPECIAL VALUE	78399682 4/9/2004	2975990 7/26/2005
33.	SPECIAL VALUE 	74633402 2/13/1995	2033325 1/28/1997
34.	SPECIAL VALUE 	73020071 4/29/1974	1046187 8/10/1976
35.	SPRING FRESH	86183057 2/3/2014	4867627 12/8/2015
36.	SPRINGFIELD 	77569286 9/12/2008	3750483 2/16/2010
37.	SPRINGFIELD 	74586578 10/17/1994	1967920 4/16/1996
38.	SPRINGFIELD	73081207 3/24/1976	1067042 6/7/1977
39.	THRIFTWAY	76288152 7/20/2001	3122269 8/1/2006
40.	THRIFTWAY	75669221 3/29/1999	3122251 8/1/2006
41.	U UNIFIED GROCERS 	77201603 6/8/2007	3469066 7/15/2008
42.	UNIFIED GROCERS	77187560 5/22/2007	3521609 10/21/2008
43.	UNIFIED GROCERS INSURANCE SERVICES	77569289 9/12/2008	3697791 10/20/2009
44.	UNIFIED UNIFIED WESTERN GROCERS, INC.	75811243 9/28/1999	2659980 12/10/2002

Trademark	Application Number Application Date	Registration Number Registration Date
