

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM467150

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WELLS FARGO BANK, NATIONAL ASSOCIATION, as Original Trustee		03/26/2018	Bank:
RECEIVING PARTY DATA			
Name:	Wilmington Savings Fund Society, FSB		
Street Address:	500 Delaware Avenue		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 42			
Property Type	Number	Word Mark	
Registration Number:	3341302		
Registration Number:	1880217	BI-LO	
Registration Number:	1888664	BI-LO	
Serial Number:	85156709	BI-LO	
Registration Number:	1881026	BI-LO	
Registration Number:	1929328	BI-LO	
Registration Number:	2282004	BI-LO CENTER	
Registration Number:	2283543	BI-LO CENTER	
Registration Number:	2283544	BI-LO CENTER	
Registration Number:	2283754	BI-LO CENTER	
Registration Number:	2352172	BI-LO CENTER	
Registration Number:	2352270	BI-LO CENTER	
Registration Number:	2355580	BI-LO CENTER	
Registration Number:	2355634	BI-LO CENTER	
Registration Number:	2366599	BI-LO CENTER	
Registration Number:	2410977	BI-LO CENTER	
Registration Number:	2423634	BI-LO CENTER	

CH \$1065.00 3341302

Property Type	Number	Word Mark
Registration Number:	2113043	BONUSCARD
Registration Number:	2200184	BONUSCARD
Registration Number:	3162765	BOOSTERSPLUS
Registration Number:	3253289	BOOSTERSPLUS CARING. GIVING. MAKING A DI
Registration Number:	2558804	FOOD \$MART
Registration Number:	2074813	GOLD STAR MEATS
Registration Number:	2074812	GOLD STAR MEATS
Registration Number:	2232549	SOUTHERN HOME
Registration Number:	2383950	SOUTHERN HOME
Registration Number:	1661254	THE NAME FITS
Registration Number:	1886248	WALTER'S
Registration Number:	1886247	WALTER'S
Registration Number:	2355276	WALTER'S WAY
Registration Number:	2491887	WALTER'S WAY
Registration Number:	3037028	WEE TALK
Registration Number:	3506198	SUPER BI-LO
Registration Number:	3369108	SUPER BI-LO
Registration Number:	3513555	BECAUSE IT MATTERS TO YOU
Registration Number:	2471492	BI-LO BOOSTERS
Registration Number:	2408652	THE DRUGSTORE AT BI-LO
Registration Number:	3018008	GIMME FIVE 5!
Registration Number:	1529949	HARVEST CHOICE
Registration Number:	2398127	IT'S THE RIGHT PRESCRIPTION
Registration Number:	3078847	PLUS 1 AND DONE
Registration Number:	3078848	PLUS 1 AND DONE

CORRESPONDENCE DATA

Fax Number: 2147467777

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: 214.746.8250

Email: juan.arias@weil.com

Correspondent Name: Brendan Conley

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 200 Crescent Court, Suite 300

Address Line 4: Dallas, TEXAS 75201-6950

ATTORNEY DOCKET NUMBER: Brendan Conley-75197.0003

NAME OF SUBMITTER: Brendan Conley

SIGNATURE: /Brendan Conley/

DATE SIGNED:

03/26/2018

Total Attachments: 10

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**ASSIGNMENT OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented and/or otherwise modified from time to time, the “*Assignment*”) dated March 26, 2018 is made by (i) Wells Fargo Bank, National Association, as original trustee and collateral agent (the “*Original Trustee*”) under the Indenture (as defined below), (ii) Wilmington Savings Fund Society, FSB, as successor trustee and collateral agent (the “*New Trustee*”) under that certain Indenture, dated as of February 3, 2011, by and between the issuers named therein and Original Trustee (as supplemented by the Supplemental Indenture dated as of March 9, 2012, the Second Supplemental Indenture dated as of October 15, 2012 and the Third Supplemental Indenture dated as of May 24, 2013, the “*Indenture*”) and (iii) the Persons listed on the signature pages hereof as grantors (each a “*Grantor*” and collectively, the “*Grantors*”).

WHEREAS, the Grantor and the Original Trustee have entered into that certain Security Agreement dated as of February 3, 2011 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”);

WHEREAS, the Grantor has executed and delivered or is otherwise a party to that certain Grant of Security Interests in United States Trademarks, dated as of February 3, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Original IP Security Agreement*”), which was recorded at the United States Patent and Trademark Office (“*USPTO*”) at reel 4467 frame 0979;

WHEREAS, pursuant to the Original IP Security Agreement, the Original Trustee, as the prior collateral agent, was granted or otherwise acquired a security interest in the Grantor’s right, title and interest in, to and under the Marks (as defined in the Original IP Security Agreement) including the Marks set forth on **Schedule A** attached hereto, (collectively, the “*Security Interest*”); and

WHEREAS, pursuant to that certain Agreement of Resignation, Appointment and Acceptance, the New Trustee has acquired all of the Original Trustee’s right, title and interest in, to and under the Original IP Security Agreement, including, without limitation, the Security Interest, and all documents relating thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Original Trustee, the New Trustee and the Grantor hereby covenant and agree as follows:

Section 1 Defined Terms. All capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to those terms in the Security Agreement.

Section 2 Assignment of IP Security Agreement. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Original Trustee hereby assigns, transfers and conveys to the New Trustee for the ratable benefit of the Secured Parties all of its right, title and interest in, to and

under the Original IP Security Agreement and the Security Agreement, including, without limitation, the Security Interest. The New Trustee hereby accepts the foregoing assignment.

Section 3 Security Agreement. The Security Interest assigned to the New Trustee as the new collateral agent for the Senior Secured Note Claimholders pursuant to this Assignment, has been granted in conjunction with the security interest granted pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the New Trustee with respect to the security interest in the Marks made and granted by the Original IP Security Agreement are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4 Counterparts. This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 5 Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York.

Section 6 Successors and Assigns. This Assignment shall inure to the benefit of, and shall be binding upon, the respective successors and assigns of the parties hereto.

Section 7 No Representation. The Original Trustee gives this Assignment without any recourse, representation or warranty.

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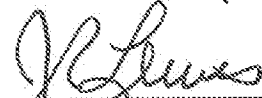
IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Original Trustee

By:

Name:

Title:



James R. Lewis

Vice President

ACCEPTED AND AGREED
as of the date first above written:

WILMINGTON SAVINGS FUND SOCIETY, FSB,
as New Trustee

By: _____

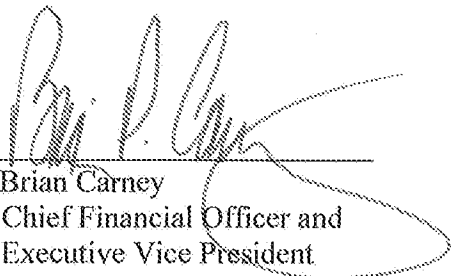
Name:
Title:


Geoffrey J. Lewis
Vice President

ACCEPTED AND AGREED
as of the date first above written:

BI-LO, LLC,
as Grantor








By:









Name: Brian Carney
Title: Chief Financial Officer and
Executive Vice President



Schedule A

1. Owned Registered Marks and Applications:

Country	Trademark	Date Filed	Serial #	Reg Date	Reg #	Registered Owner
United States		August 19, 2005	78696304	November 20, 2007	3341302	BI-LO, LLC
United States	BI-LO	April 25, 1994	74519405	February 21, 1995	1880217	BI-LO, LLC
United States	BI-LO	April 25, 1994	74519410	April 11, 1995	1888664	BI-LO, LLC
United States	BI-LO and Design 	October 20, 2010	85156709	Pending	Pending	BI-LO, LLC
United States		April 25, 1994	74519407	February 28, 1995	1881026	BI-LO, LLC
United States		April 25, 1994	74519406	October 24, 1995	1929328	BI-LO, LLC
United States		June 10, 1997	75305970	September 28, 1999	2282004	BI-LO, LLC
United States	BI-LO CENTER	June 27, 1996	75126409	October 5, 1999	2283543	BI-LO, LLC
United States	BI-LO CENTER	June 27, 1996	75126410	October 5, 1999	2283544	BI-LO, LLC
United States		June 10, 1997	75305967	October 5, 1999	2283754	BI-LO, LLC
United States	BI-LO CENTER	January 6, 1999	75616430	May 23, 2000	2352172	BI-LO, LLC
United States		June 10, 1997	75305969	May 23, 2000	2352270	BI-LO, LLC

Country	Trademark	Date Filed	Serial #	Reg Date	Reg #	Registered Owner
United States	BI-LO CENTER	February 19, 1997	75237401	June 6, 2000	2355580	BI-LO, LLC
United States		June 10, 1997	75305968	June 6, 2000	2355634	BI-LO, LLC
United States	BI-LO CENTER	June 27, 1996	75126411	July 11, 2000	2366599	BI-LO, LLC
United States	BI-LO CENTER	June 10, 1997	75305716	December 5, 2000	2410977	BI-LO, LLC
United States		June 10, 1997	75305723	January 23, 2001	2423634	BI-LO, LLC
United States	BONUSCARD	July 9, 1996	75131279	November 11, 1997	2113043	BI-LO, LLC
United States	BONUSCARD	July 9, 1996	75131280	October 27, 1998	2200184	BI-LO, LLC
United States	BOOSTERSPLUS	February 13, 2006	78813260	October 24, 2006	3162765	BI-LO, LLC
United States	BOOSTERSPLUS CARING. GIVING. MAKING A DIFFERENCE. BI-LO and Design 	March 3, 2006	78828353	June 19, 2007	3253289	BI-LO, LLC
United States	FOOD \$MART	August 1, 2001	76293426	April 9, 2002	2558804	BI-LO, LLC
United States	GOLD STAR MEATS	April 25, 1994	74519409	July 1, 1997	2074813	BI-LO, LLC
United States	GOLD STAR MEATS and Design	April 25, 1994	74519408	July 1, 1997	2074812	BI-LO, LLC

Country	Trademark	Date Filed	Serial #	Reg Date	Reg #	Registered Owner
						
United States	SOUTHERN HOME	February 22, 1996		March 16, 1999	2232549	BI-LO, LLC
United States	SOUTHERN HOME	February 22, 1996	75061035	September 5, 2000	2383950	BI-LO, LLC
United States	THE NAME FITS	October 17, 1990	74106775	October 15, 1991	1661254	BI-LO, LLC
United States	WALTER'S	April 25, 1994	74519404	March 28, 1995	1886248	BI-LO, LLC
United States	WALTER'S (Stylized) 	April 25, 1994	74519402	March 28, 1995	1886247	BI-LO, LLC
United States	WALTER'S WAY	August 11, 1999	75773075	June 6, 2000	2355276	BI-LO, LLC
United States	WALTER'S WAY and Design 	September 8, 1999	75794149	September 25, 2001	2491887	BI-LO, LLC
United States	WEE TALK	March 21, 2001	76228250	January 3, 2006	3037028	BI-LO, LLC
United States	SUPER BI-LO and Design 	July 20, 2007	77234871	September 23, 2008	3506198	BI-LO, LLC
United States	SUPER BI-LO	June 29, 2007	77218688	January 15, 2008	3369108	BI-LO, LLC

Country	Trademark	Date Filed	Serial #	Reg Date	Reg #	Registered Owner
United States	BECAUSE IT MATTERS TO YOU	June 20, 2007	77211053	October 7, 2008	3513555	BI-LO, LLC
United States	BI-LO BOOSTERS	May 23, 2000	76054585	July 24, 2001	2471492	BI-LO, LLC
United States	DRUGSTORE AT BI-LO, THE	December 20, 1999	75877729	November 28, 2000	2408652	BI-LO, LLC
United States	GIMME FIVE! and Design 	October 13, 2004	78499257	November 22, 2005	3018008	BI-LO, LLC
United States	HARVEST CHOICE	July 5, 1988	73738235	March 14, 1989	1529949	BI-LO, LLC
United States	IT'S THE RIGHT PRESCRIPTION	December 20, 1999	75877728	October 24, 2000	2398127	BI-LO, LLC
United States	PLUS 1 AND DONE and Design 	October 13, 2004	78499260	April 11, 2006	3078847	BI-LO, LLC
United States	PLUS 1 AND DONE	October 13, 2004	78499262	April 11, 2006	3078848	BI-LO, LLC