

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM572414

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A.		04/10/2020	Corporation:
RECEIVING PARTY DATA			
Name:	SUPERVALU LICENSING, LLC		
Street Address:	11840 Valley View Road		
City:	Eden Prairie		
State/Country:	MINNESOTA		
Postal Code:	55344		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3606038	MORE WAYS TO SAVE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	401-528-8634		
Email:	robert.knychalski@unfi.com		
Correspondent Name:	Robert Knychalski		
Address Line 1:	313 Iron Horse Way		
Address Line 4:	Providence, RHODE ISLAND 02908		
NAME OF SUBMITTER:	Kristina Kepner		
SIGNATURE:	/KK/		
DATE SIGNED:	04/17/2020		
Total Attachments: 4			
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RELEASE OF SECURITY INTEREST IN TRADEMARK

THIS RELEASE OF SECURITY INTEREST IN TRADEMARK (this “Release”) is made as of April 10, 2020 (“Effective Date”) from BANK OF AMERICA, N.A., as collateral agent (“Collateral Agent”), to SUPERVALU LICENSING, LLC (the “SUPERVALU”). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement, the Security Agreement and the Trademark Security Agreement referred to herein.

WHEREAS, UNITED NATURAL FOODS, INC., a Delaware corporation (“UNFI”), UNITED NATURAL FOODS WEST, INC., a California corporation (“UNFW”) and certain Subsidiaries of UNFI from time to time party thereto (each a Subsidiary, together with UNFI and UNFW, collectively, “U.S. Borrowers”), UNFI CANADA, INC., a corporation organized under the Canadian Business Corporations Act (“Canadian Borrower” and, together with the U.S. Borrowers, collectively, “Borrowers”), the financial institutions party thereto from time to time as lenders (collectively, “Lenders”), Bank of America, N.A., a national banking association, as administrative agent for the Lenders (“Administrative Agent”) and as collateral agent, BANK OF AMERICA, N.A. (acting through its Canadian branch), as Canadian agent for the Lenders (“Canadian Agent”), the Co-Syndication Agents party thereto, and MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED, GOLDMAN SACHS BANK USA, and WELLS FARGO BANK, NATIONAL ASSOCIATION, JPMORGAN CHASE BANK, N.A., and U.S. BANK NATIONAL ASSOCIATION, as Joint-Lead Arrangers and Joint Bookrunners, have entered into the ABL Credit Agreement dated as of August 30, 2018 (the “Closing Date”) (as amended, restated, amended, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans upon terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Initial Grantors entered into the Security Agreement dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make the Loans;

WHEREAS, in connection with the Security Agreement, UNFI, BLUE MARBLE BRANDS, NATURAL RETAIL GROUP, INC., Canadian Borrower, TONY’S FINE FOODS, SUPERVALU, INC., ASSOCIATED GROCERS OF FLORIDA, INC., HORNbacher’S INC., SHOPPERS FOOD WAREHOUSE CORP., SUPERVALU HOLDINGS, INC., SUPERVALU LICENSING, LLC, SUPERVALU PHARMACIES, INC., UNIFIED GROCERS, INC. AND W. NEWELL & CO., LLC (collectively, the “Grantors”) and the Collateral Agent have entered into a certain Trademark Security Agreement dated as of October 22, 2018 (as amended, modified, restated, consolidated, replaced or supplemented from time to time, the “Trademark Security Agreement”) pursuant to which the Grantors assigned and pledged to the Collateral Agent, for its benefit and the retable benefit of each other Secured Party, a continuing security interest in certain Collateral, including the Trademark of SUPERVALU, a Grantor, set forth on Schedule A attached hereto (“SUPERVALU’S Trademark”); and

WHEREAS, that certain Trademark Security Agreement, dated October 22, 2018, was recorded with United States Patent and Trademark Office on October 25, 2018 at Reel 6465, Frame 0839.

NOW, THEREFORE, without recourse and without representation and warranty and for the good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby (i) terminates, cancels and releases any and all security interests it has against SUPERVALU’S Trademark, (ii) reassigns and transfers to SUPERVALU all right, title and interest that

Collateral Agent may have in SUPERVALU's Trademark, and (iii) terminates the Trademark Security Agreement, as well as the Security Agreement, with respect to SUPERVALU's Trademark.

The Collateral Agent shall provide to SUPERVALU, 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), requested by SUPERVALU to more fully and effectively effectuate the purposes of this Release at the sole expense of the SUPERVALU.

This Release and the rights and obligations of the parties hereunder shall be construed in accordance with and be governed by the law of the State of New York, without regard to any conflicts of laws principles that would require or permit the laws of any other jurisdiction to apply.


The Collateral Agent hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Release.

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IN WITNESS WHEREOF, the undersigned has executed this Release by its duly Authorized representative as of the Effective Date.

BANK OF AMERICA, N.A.,
As Collateral Agent

By:

A handwritten signature in black ink, appearing to read "Edgar Ezerins". The signature is written in a cursive style with a long horizontal flourish extending to the right.

Name: Edgar Ezerins
Title: SVP

SCHEDULE A

Registered owner/Grantor	Trademark	Registration No. or Application No.
SUPERVALU LICENSING LLC	MORE WAYS TO SAVE	77584354