

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM732532

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
United Natural Foods, Inc.		06/03/2022	Corporation: DELAWARE
UNFI Grocers Distribution, Inc.		06/03/2022	Corporation: CALIFORNIA
Blue Marble Brands, LLC		06/03/2022	Limited Liability Company: DELAWARE
Shop 'N Save Warehouse Foods, Inc.		06/03/2022	Corporation: MISSOURI
Shoppers Food Warehouse Corp.		06/03/2022	Corporation: OHIO
SUPERVALU INC.		06/03/2022	Corporation: DELAWARE
Supervalu Licensing, LLC		06/03/2022	Limited Liability Company: DELAWARE
Tony's Fine Foods		06/03/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	125 High Street		
Internal Address:	11th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 279			
Property Type	Number	Word Mark	
Registration Number:	3406848		
Registration Number:	3283744		
Registration Number:	5479586	ALBERT'S FRESH · PRODUCE	
Registration Number:	5479585	ALBERT'S FRESH PRODUCE	
Registration Number:	5133123	ALBERT'S ORGANICS	
Registration Number:	4438360	ALBERT'S ORGANICS	
Registration Number:	4438359	ALBERT'S ORGANICS	
Registration Number:	5944073	BETTER FOOD. BETTER FUTURE.	
Serial Number:	90789901	BETTER FOR ALL	

OP \$6990.00 3406848

Property Type	Number	Word Mark
Registration Number:	3647068	BLUE MARBLE BRANDS
Registration Number:	3820881	CLEARVUE
Registration Number:	3615594	DRIVEN BY NATURE
Registration Number:	1731357	EXPRESS SNACKS
Registration Number:	2912935	FRITZIE FRESH
Registration Number:	1757091	FRITZIE FRESH
Registration Number:	3357403	GRATEFUL HARVEST
Registration Number:	3277444	GRATEFUL HARVEST
Registration Number:	2855136	GRATEFUL HARVEST
Registration Number:	3065993	HEALTHY CLIPPINGS
Registration Number:	4450383	HONEST GREEN
Registration Number:	4450382	HONEST GREEN
Registration Number:	5137665	HONEST GREEN ESOLUTIONS BY UNFI
Registration Number:	4928045	INDEPENDENT ADVANTAGE
Registration Number:	4083374	IUNFI
Registration Number:	4084106	IUNFI
Registration Number:	2263145	MOUNTAIN PEOPLES WAREHOUSE
Registration Number:	5944072	MOVING FOOD FORWARD
Registration Number:	5154740	SELECT NUTRITION
Registration Number:	4357655	SELECT NUTRITION
Registration Number:	2636805	SELECT NUTRITION DISTRIBUTORS
Registration Number:	4997883	SUPPLY CHAIN BY CLEARVUE
Registration Number:	6014749	UNFI
Registration Number:	3615593	UNFI
Registration Number:	3634425	UNFI DRIVEN BY NATURE
Registration Number:	6548299	UNFI EASY OPTIONS
Registration Number:	5608398	UNFI FRESH
Registration Number:	5608397	UNFI FRESH
Registration Number:	6667169	UNFI RETAIL SERVICES
Registration Number:	5133119	UNFI UNITED NATURAL FOODS
Registration Number:	3049980	UNITED NATURAL FOODS
Registration Number:	4927982	A WORLD OF DIFFERENCE
Registration Number:	1854786	COTTAGE HEARTH
Registration Number:	2068201	GOLDEN CREME
Registration Number:	3361179	IOS
Registration Number:	5222068	KITCHEN CHEF
Registration Number:	5095588	KITCHEN CHEF SIGNATURE
Registration Number:	5213830	LIMONAZO

Property Type	Number	Word Mark
Registration Number:	5031172	MARKET CENTRE
Registration Number:	2827758	MEMBERLINK
Registration Number:	5067075	MERCADO SAVINGS
Registration Number:	3190184	MORE WAYS TO MAKE IT YOUR MARKET
Registration Number:	3245964	MORE WAYS TO MAKE IT YOUR MARKET
Registration Number:	1019555	PRIZE WILD BIRD FOOD
Registration Number:	1894302	READY PAY
Registration Number:	1931839	READY PAY
Registration Number:	1850829	SENTRY
Registration Number:	1788660	SERIOUS ABOUT SERVICE
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:	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:	2659980	UNIFIED UNIFIED WESTERN GROCERS, INC.
Registration Number:	4588960	A WORLD OF GOOD FOOD.
Registration Number:	2611611	AH! LASKA
Registration Number:	5751359	AN UMAMI ADVENTURE
Registration Number:	3200092	ASIAN GOURMET
Registration Number:	2784682	BELLA FAMIGLIA
Registration Number:	4596640	BLUE MARBLE BRANDS
Registration Number:	5928626	CARB WISE
Registration Number:	5928506	CARB WISE
Registration Number:	1831483	COOL FRUITS
Registration Number:	5266866	EASY GOURMET TONIGHT!
Registration Number:	4119519	EAT BECAUSE IT'S GOOD!
Registration Number:	4139993	EAT BECAUSE IT'S GOOD!
Registration Number:	3518298	FANTASTIC WORLD FOODS
Registration Number:	2877744	FETIRI
Registration Number:	4952408	FIELD DAY
Registration Number:	4952407	FIELD DAY

Property Type	Number	Word Mark
Registration Number:	3782510	FIELD DAY
Registration Number:	4941757	GIVE THANKS TO YOUR FARMER!
Registration Number:	3977545	HARVEST BAY
Registration Number:	4191544	HARVEST BAY
Registration Number:	5325618	HOOKED ON ORGANIC
Registration Number:	5952926	KOYO
Registration Number:	5952925	KOYO
Registration Number:	2766041	KOYO
Registration Number:	4433922	LET'S SKIP THE SANDWICH.
Registration Number:	1493354	LORIVA
Registration Number:	3672297	MEDFORD FARMS
Registration Number:	1186982	MEDFORD FARMS
Registration Number:	2858711	MEDITERRANEAN ORGANIC
Registration Number:	5257734	MT VIKOS
Registration Number:	5109966	MT VIKOS
Registration Number:	3218006	MT VIKOS
Registration Number:	1013016	MUSETTE
Registration Number:	2895383	NATURAL SEA
Registration Number:	4426300	NATURAL SEA PURE WILD SEAFOOD
Registration Number:	1928000	NATURE'S BURGER
Registration Number:	2211644	ORGANIC BABY CERTIFIED ORGANIC BABY FOOD
Registration Number:	5777658	RISING MOON
Registration Number:	5201569	RISING MOON
Registration Number:	5201568	RISING MOON
Registration Number:	5777660	RISING MOON EASY GOURMET TONIGHT
Registration Number:	5777659	RISING MOON EASY GOURMET TONIGHT
Registration Number:	4759169	RISING MOON ORGANICS
Registration Number:	2884380	RISING MOON ORGANICS
Registration Number:	5365276	TASTY. TRUSTY. SNACKS!
Registration Number:	5221254	TEAM NON-GMO
Registration Number:	5221255	TEAM NON-GMO LEARN SHARE GROW
Registration Number:	5059843	THANK YOUR FARMER!
Registration Number:	4597797	TODAY'S THE DAY.
Registration Number:	2829576	TROPICAL PEPPER CO.
Registration Number:	5928627	TUMARO'S
Registration Number:	1893236	TUMARO'S
Registration Number:	2762465	TUMARO'S AMERICA'S FAVORITE GOURMET TORT
Registration Number:	2764541	TUMARO'S THE ORIGINAL GOURMET WRAPS

Property Type	Number	Word Mark
Registration Number:	5233035	WILDLY SIMPLE
Registration Number:	4100139	WOODSTOCK
Registration Number:	4143767	WOODSTOCK
Registration Number:	1487657	WOODSTOCK
Registration Number:	4100138	WOODSTOCK EAT BECAUSE IT'S GOOD!
Registration Number:	4143766	WOODSTOCK EAT BECAUSE IT'S GOOD!
Registration Number:	3619439	WOODSTOCK FARMS
Registration Number:	3619432	WOODSTOCK FARMS
Registration Number:	3619431	WOODSTOCK FARMS
Registration Number:	3619430	WOODSTOCK FARMS
Registration Number:	5142211	WOODSTOCK MINIME'S
Registration Number:	5177545	A FRESH TAKE ON VALUE
Registration Number:	2996944	A SMART CHOICE FOR SAVINGS. DOLLAR SMART
Registration Number:	3386833	ARCTIC SHORES SEAFOOD COMPANY
Registration Number:	2576742	AWESOME
Registration Number:	2144905	BABY BASICS
Registration Number:	3546072	BASICS FOR KIDS
Registration Number:	3662314	BASICS FOR KIDS
Registration Number:	2925006	CHATTANOOGA CHICKEN
Registration Number:	2901673	CHILL-A WHOLE NEW WAY!
Registration Number:	3069978	COLOSSAL DONUTS
Registration Number:	2833752	COUNTRY STORE
Registration Number:	4559698	COUNTY MARKET
Registration Number:	3158766	COUNTY MARKET
Registration Number:	2869022	COUNTY MARKET
Registration Number:	1274441	COUNTY MARKET
Registration Number:	1272976	COUNTY MARKET
Registration Number:	1282825	COUNTY MARKET
Registration Number:	1204794	COUNTY MARKET
Registration Number:	2983260	COUNTY MARKET EXPRESS
Registration Number:	3418110	COUNTY MARKET PHARMACY
Registration Number:	3224488	COUNTYMARKET WE VALUE FRESH · WE VALUE F
Registration Number:	3015456	CRESTWOOD BAKERY
Registration Number:	2693083	CRESTWOOD BAKERY
Registration Number:	2547355	CRESTWOOD BAKERY
Registration Number:	5303359	CULINARY CIRCLE
Registration Number:	5711031	CULINARY CIRCLE
Registration Number:	3723156	CULINARY CIRCLE

Property Type	Number	Word Mark
Registration Number:	3613669	CULINARY CIRCLE FOOD LOVER'S FOOD
Registration Number:	3177770	EQUALINE
Registration Number:	5358358	ESSENTIAL EVERYDAY
Registration Number:	4743723	ESSENTIAL EVERYDAY
Registration Number:	4200134	ESSENTIAL EVERYDAY
Registration Number:	4325174	ESSENTIAL EVERYDAY
Registration Number:	4268741	ESSENTIAL EVERYDAY
Registration Number:	0858088	F
Registration Number:	3840836	FARM FRESH
Registration Number:	1544928	FARM FRESH
Registration Number:	3193865	FARM FRESH FOOD & PHARMACY
Registration Number:	2499262	FARMSTAND
Registration Number:	2688438	FESTIVAL FOODS
Registration Number:	2688437	FESTIVAL FOODS
Registration Number:	3070033	FLAVORITE
Registration Number:	2297583	FOOD RITE
Registration Number:	1707516	FOODLAND
Registration Number:	0785369	FOODLAND
Registration Number:	6263733	FOODLAND CLOSE TO HOME
Registration Number:	6093790	FOODLAND CLOSE TO HOME
Registration Number:	2866771	FOODLAND EXPRESSSS PAPA'S PEPPERONI ROLL
Registration Number:	2891171	FOODLAND EXPRESSSSSS
Registration Number:	6104850	FOODLAND FRESH FRIENDLY EVERYDAY
Registration Number:	4894352	FUEL EXPRESS AT FARM FRESH
Registration Number:	5621172	GOLDEN CREME
Registration Number:	2303297	GREAT VALU
Registration Number:	5331140	GROCERIES AT THE SPEED OF LIFE
Registration Number:	3633012	HEALTHY PURSUITS
Registration Number:	5263145	HERITAGE
Registration Number:	3418054	JAVA DELIGHT
Registration Number:	2798490	JENICA PEAK
Registration Number:	2791341	METRO
Registration Number:	1989088	MIGHTY
Registration Number:	3592829	MOUNTAIN STREAM
Registration Number:	1721009	NEWMARKET
Registration Number:	2817071	PEER
Registration Number:	3292045	PERSONAL CONFIDENCE
Registration Number:	3027901	PUMP PERKS

Property Type	Number	Word Mark
Registration Number:	3027900	PUMP PERKY P.P.
Registration Number:	5475684	REAL FOOD IN REAL TIME
Registration Number:	5177494	REAL GOODNESS. REAL VALUE.
Registration Number:	0740378	RED OWL
Registration Number:	3286994	REFILLADVANTAGE
Registration Number:	3116772	REWARDING CAREER, FULFILLING LIFE
Registration Number:	1217143	RICHFOOD
Registration Number:	0797910	S SUPER VALU
Registration Number:	3635362	SENTRY
Registration Number:	1850830	SENTRY
Registration Number:	1326367	SHOP 'N SAVE
Registration Number:	2934826	SHOPPERS VALUE
Registration Number:	1569081	SHOPPERS VALUE
Registration Number:	4607280	SHOPPERS VALUE FOODS
Registration Number:	2680991	SIX
Registration Number:	6051229	SP SWEET PETALS
Registration Number:	3083883	STONE RIDGE CREAMERY
Registration Number:	3275086	SUPER CHILL
Registration Number:	3801267	SUPER CHILL
Registration Number:	3291257	SUPER CHILL
Registration Number:	2812894	SUPERVALU
Registration Number:	0760163	SUPERVALU
Registration Number:	0646916	SUPERVALU
Registration Number:	0646906	SUPERVALU
Registration Number:	0646905	SUPERVALU
Registration Number:	0631486	SUPERVALU
Registration Number:	2874492	SUPERVALU EXPRESS
Registration Number:	2785665	SUPERVALU PHARMACIES
Registration Number:	3351130	SUPERVALU UNIVERSITY
Registration Number:	5470591	SUPERVALU WE DELIVER
Registration Number:	2788805	SV HARBOR
Registration Number:	2935019	SVHARBOR
Registration Number:	3292358	SVOUTFITTER
Registration Number:	1693797	TASTE-GREAT
Registration Number:	2222050	THE AMAZING EGG
Registration Number:	1731826	THE MORE YOU SHOP THE MORE YOU SAVE
Registration Number:	3162281	THE W. NEWELL ADVANTAGE
Registration Number:	3486067	THE WINE CELLAR AT FARM FRESH

Property Type	Number	Word Mark
Registration Number:	2518550	TIMBERWOOD
Registration Number:	2469156	TOT SPOT
Registration Number:	2152805	VILLAGE MARKET
Registration Number:	3118368	W. NEWELL & CO. FRESH THINKING SINCE 193
Registration Number:	4339953	WATCH OUT BUTTER!
Registration Number:	5366236	WE DELIVER
Registration Number:	6548097	WILD HARVEST
Registration Number:	5807549	WILD HARVEST
Registration Number:	5353790	WILD HARVEST
Registration Number:	6443753	WILD HARVEST
Registration Number:	3138351	WILD HARVEST
Registration Number:	3822419	WILD HARVEST
Registration Number:	2056158	WILD HARVEST
Registration Number:	5414785	
Registration Number:	2731716	
Registration Number:	0740377	
Registration Number:	3129223	SHOPPERS FOOD & PHARMACY
Registration Number:	3315520	SHOPPERS PHARMACY
Registration Number:	1543972	SHOPPERS
Registration Number:	1385507	SFW
Registration Number:	1305515	SHOPPERS FOOD WAREHOUSE
Registration Number:	3245893	CALIFORNIA COLD LOGISTICS
Registration Number:	2884303	CUB
Registration Number:	1245515	CUB
Registration Number:	1078153	CUB
Registration Number:	2762718	CUB DISCOUNT LIQUOR
Registration Number:	5921368	CUB KINDNESS
Registration Number:	2821196	CUB PHARMACY
Registration Number:	2905017	CUB'S BIG YUMMY MUFFIN
Registration Number:	2887198	DON VIEJO
Registration Number:	5910919	DR. BOLD
Registration Number:	3024541	ORIGINE
Registration Number:	2895425	Q
Registration Number:	1459729	RAINBOW
Registration Number:	1304312	RAINBOW FOODS
Registration Number:	1326364	SHOP 'N SAVE
Registration Number:	2979563	SHOP 'N SAVE EXPRESS
Registration Number:	3419192	SHOP 'N SAVE FUEL EXPRESS

Property Type	Number	Word Mark
Registration Number:	3304444	SHOP 'N SAVE PERKS
Registration Number:	2860289	SHOP 'N SAVE PHARMACY
Registration Number:	2603587	NONNA'S KITCHEN
Registration Number:	1462111	NONNA'S

CORRESPONDENCE DATA

Fax Number:

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: 617-248-5000

Email: tadmin@choate.com

Correspondent Name: Sara M. Bauer

Address Line 1: Two International Place

Address Line 2: Choate Hall & Stewart LLP

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 2009985-0135

NAME OF SUBMITTER: Sara M. Bauer

SIGNATURE: /sara bauer/

DATE SIGNED: 06/06/2022

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), dated as of June 3, 2022, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent for the Secured Parties (in such capacity and together with its permitted successors and assigns in such capacity, the "Administrative Agent"). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein, as applicable.

WHEREAS, UNITED NATURAL FOODS, INC., a Delaware corporation ("UNFI"), certain Domestic Subsidiaries of UNFI from time to time party thereto (each such Domestic Subsidiary, together with UNFI, collectively, "U.S. Borrowers"), UNFI CANADA, INC., a corporation organized under the Canada Business Corporations Act ("Canadian Borrower" and, together with U.S. Borrowers, collectively, "Borrowers"), the financial institutions party thereto from time to time as lenders (collectively, "Lenders") and the Administrative Agent, among others, have entered into the Loan Agreement, dated as of June 3, 2022 (the "Closing Date") (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the U.S. ABL 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").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

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

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "Collateral"):

- (a) all registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office and Canadian Intellectual Property Office, including those set forth in Schedule A hereto (excluding any Excluded Property);

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Grantor.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement 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. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by the laws of the State of New York, without giving effect to any conflict of law principles (but giving effect to Federal Laws relating to national banks).

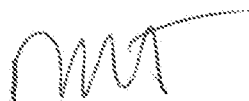
SECTION 7. Severability. Wherever possible, each provision of this Trademark Security Agreement shall be interpreted in such manner as to be valid under Applicable Law. If one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**UNITED NATURAL FOODS, INC.,
UNFI GROCERS DISTRIBUTION, INC.,
BLUE MARBLE BRANDS, LLC,
SHOP 'N SAVE WAREHOUSE FOODS, INC.,
SHOPPERS FOOD WAREHOUSE CORP.,
SUPERVALU INC.,
SUPERVALU LICENSING, LLC, and
TONY'S FINE FOODS,**
as Grantors

By:



Name: Devon J. Hart

Title: Vice President and Treasurer

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 007743 FRAME: 0602**

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Administrative Agent**

By: Peter Schuebler
Name: Peter Schuebler
Title: Vice President

[Signature Page to Trademark Security Agreement]