

07-15-2002

FORM PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)



R SHEET
ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102155255

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Bank One, Wisconsin

- Individual(s)
- General Partnership
- Corporation-State (WI)
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Release of Security Interest
- Merger
- Change of Name

Execution Date: June 6, 2002

2. Name and address of receiving party(ies):

Name: Roundy's, Inc.

Internal Address: _____

Street Address: 23000 Roundy Drive

City: Pewaukee State: WI ZIP: 53072

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Wisconsin
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Attached Continuation of Item Four

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Robyn Rahbar, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved: 46

7. Total fee (37 CFR 3.41): \$1,165.00

- Enclosed
- Authorized to be charged to credit card

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Robyn Rahbar, Esq.
Name of Person Signing

Robyn Rahbar
Signature

7/8/02
Date

07/12/2002 LMUELLER 00000086 1516884

Total number of pages including cover sheet, attachments, and documents: 7

01 FC:481
02 FC:482

40.00 OP
1125.00 OP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002538 FRAME: 0170

CONTINUATION OF ITEM FOUR FROM RECORDATION COVER SHEET**4. Application number(s) or registration number(s):**

Reg. No.	Reg. No.
1,516,884	1,388,449
1,964,854	1,443,606
2,034,398	1,391,748
1,831,499	1,857,394
1,482,325	937,195
1,526,789	1,187,206
1,554,332	1,254,205
1,667,725	1,388,749
1,957,402	1,412,925
1,972,759	1,626,534
1,755,950	1,703,187
1,805,581	1,943,818
806,997	1,966,793
942,886	1,190,985
1,277,236	1,187,205
1,281,019	1,736,975
1,327,815	1,751,433
1,416,822	2,087,453
1,612,551	1,685,683
1,748,744	1,215,344
1,958,170	2,152,805
1,297,237	2,097,345
1,303,015	2,113,777

**RELEASE OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS RELEASE OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (this "Release") is made as of June 6, 2002 ("Effective Date") by and between Roundy's, Inc., a Wisconsin corporation, with its principal office at 23000 Roundy Drive, Pewaukee, Wisconsin 53072 (the "Assignor") and Bank One, Wisconsin, as Collateral Agent, a Wisconsin corporation, with its principal office at 111 East Wisconsin Avenue, Milwaukee, Wisconsin 53202 (the "Assignee").

WHEREAS, pursuant to the terms and conditions of that certain Security Interest Agreement in United States Trademarks by and between Assignor and Assignee dated March 29, 2000 (the "Security Interest Agreement"), Assignor granted to Assignee a continuing security interest in and to all of Assignor's right, title and interest in and to all of the trademark registrations and trademark applications owned by Assignor (collectively, the "Trademarks"), including, without limitation, the United States trademarks and trademark applications set forth on Schedule A attached hereto; and

WHEREAS, the Assignment of Security Interest was recorded with the United States Patent and Trademark Office ("PTO") on May 2, 2000, at Reel 2038, Frame 0579; and

WHEREAS, Assignor has paid all of its outstanding indebtedness to Assignee.

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Security Interest, the Assignee hereby states as follows:

The Assignee hereby terminates, releases and discharges its Security Interest in the Trademarks, including without limitation the trademarks listed on Schedule A (attached hereto), and any right, title or interest of the Assignee in such Security Interest shall hereby cease and become void.

Assignee represents and warrants that: (i) it has the full power and authority to execute this Release; (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Trademarks; (iii) it has not recorded or otherwise evidenced its security interest with respect to any trademark, trademark application, owned by Assignor, other than those of the foregoing applications set forth on Schedule A (attached hereto), in any jurisdiction throughout the world.

Assignee shall take all further actions, and provide to Assignor, Assignor's 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), reasonably necessary to effect the release of the Security Interest contemplated hereby, at Assignor's expense.

* * * * *

IN WITNESS WHEREOF, Assignee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

BANK ONE, WISCONSIN

By: James R. Popp
James R. Popp, Sr. Vice President

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

On this 5TH day of June, 2002 there appeared before me James R. Popp, personally known to me, who acknowledged that he signed the foregoing Release as his voluntary act and deed on behalf and with full authority of Bank One, Wisconsin.

Jennie A. Scott
Notary Public
My commission expires 9/8/2002

SCHEDULE A

U.S. Trademark Registration

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
ADVANTAGE	1,516,884	12/13/88
ADVANTAGE PLUS	1,964,854	4/2/96
ADVANTAGE REWARDS	2,034,398	1/28/97
BONNIE BLUE	1,831,499	4/19/94
BUYERS' CHOICE	1,482,325	3/29/88
BUYERS' CHOICE	1,526,789	2/28/89
BUYERS' CHOICE	1,554,332	9/5/89
BUYERS' CHOICE	1,667,725	12/10/91
BUYERS' CHOICE	1,957,402	02/20/96
BUYERS' CHOICE	1,972,759	05/07/96
Miscellaneous Design (Mor for Less logo)	1,755,950	3/2/93
MOR FOR LESS	1,805,581	11/16/93
OLD TIME	806,997	4/12/66
OLD TIME	942,886	9/12/72
OLD TIME	1,277,236	5/8/84
OLD TIME	1,281,019	6/5/84
OLD TIME	1,327,815	4/2/85
OLD TIME	1,416,822	11/11/86
OLD TIME	1,612,551	9/11/90
OLD TIME	1,748,744	1/26/93
OLD TIME	1,958,170	2/27/96
OLD TIME PANTRY	1,297,237	9/18/84
PICK 'N SAVE	1,303,015	10/30/84
PICK 'N SAVE	1,388,449	4/1/86
PICK 'N SAVE	1,443,606	6/16/87
PICK 'N SAVE'S	1,391,748	4/29/86
PRICE LESS FOODS	1,857,394	10/4/94
ROUNDY'S	937,195	7/4/72
ROUNDY'S	1,187,206	1/19/82
ROUNDY'S	1,254,205	10/18/83
ROUNDY'S	1,388,749	4/8/86
ROUNDY'S	1,412,925	10/14/86
ROUNDY'S	1,626,534	12/11/90

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
ROUNDY'S	1,703,187	7/28/92
ROUNDY'S	1,943,818	12/26/95
ROUNDY'S	1,966,793	4/9/96
ROUNDY'S BETTER FOODS	1,190,985	02/23/82
ROUNDY'S BETTER FOODS AND DESIGN	1,187,205	01/19/82
SMP ADVERTISING	1,736,975	12/1/92
SUNNY VALLEY	1,751,433	2/9/93
SUNNY VALLEY	2,087,453	8/12/97
TOGETHER, WE SHARE.	1,685,683	5/5/92
TOGETHER WE CARE. & Design		
VIKING FOODS (Stylized)	1,215,344	11/2/82
VILLAGE MARKET	2,152,805	4/21/98
WHEN IT COMES TO PRICE, NOW WE'RE TALKING EVEN LOWER!	2,097,345	9/16/97
WHEN IT COMES TO PRICE, WE'RE STILL TALKING LOW!	2,113,777	11/18/97

U.S. Trademarks - Pending

None.