

07-15-2002



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102155270

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

1. Name of conveying party(ies):

Roundy's, Inc.

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

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

Execution Date: June 6, 2002

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

Name: Bear Stearns Corporate Lending Inc., as Administrative Agent

Internal Address: _____

Street Address: 383 Madison Avenue

City: New York State: NY ZIP: 10179

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- 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

7/9/02
Date

09/12/2002 LMUELLER 00000081 1516884

Total number of pages including cover sheet, attachments, and documents: 9

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: 0950

7-10-02

MAD
7-10-02

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

**GRANT OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of June 6, 2002 is made by Roundy's, Inc., a Wisconsin corporation, (a "Grantor"), in favor of Bear Stearns Corporate Lending Inc., as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of June 6, 2002 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Roundy's Acquisition Corp., a Delaware corporation, Roundy's, Inc., a Wisconsin corporation (the "Borrower"), the Lenders, the Agent, the institutions listed in the Credit Agreement, as Documentation Agents, and Canadian Imperial Bank of Commerce, as Syndication Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Guarantee and Collateral Agreement, dated as of June 6, 2002, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks;

WHEREAS, Grantor has duly authorized the execution, delivery and performance of the Guarantee and Collateral Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Grantor pursuant to the Credit Agreement, Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. Grantor hereby pledges and grants a continuing security interest in, all its right, title and interest in and to the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Grantor's Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Grantor does hereby acknowledge that this security interest is granted in conjunction with the security interest granted to Agent pursuant to the Guarantee and Collateral Agreement and is not intended to increase, decrease or alter in any way the rights, remedies and obligations of the Grantor and/or Agent set forth therein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ROUNDY'S INC. ~ ROUNDY'S, INC. (RNC) 1/18/2007

By: Edward G. Kitz
Name: Edward G. Kitz
Title: Vice President

BEAR STEARNS CORPORATE LENDING INC.
as Administrative Agent for the Lenders

By: _____
Name:
Title:

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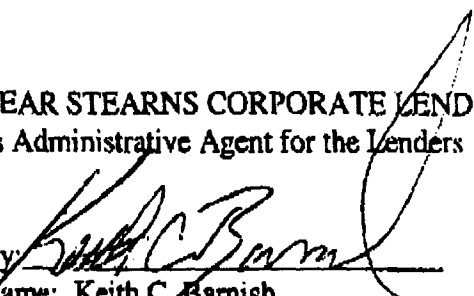
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ROUNDY'S INC.

By: _____
Name:
Title:

BEAR STEARNS CORPORATE LENDING INC.
as Administrative Agent for the Lenders

By: 
Name: Keith C. Barnish
Title: Executive Vice President

SCHEDULE A**U.S. Trademarks Registrations and Applications**

<u>Trademark</u>	<u>Registration or Serial Number</u>
ADVANTAGE	U.S. Reg. No. 1,516,884
ADVANTAGE PLUS	U.S. Reg. No. 1,964,854
ADVANTAGE REWARDS	U.S. Reg. No. 2,034,398
ADVANTAGE REWARDS	U.S. Reg. No. 2,034,398
BONNIE BLUE	U.S. Reg. No. 1,831,499
BUYERS' CHOICE	U.S. Reg. No. 1,972,759
BUYERS' CHOICE	U.S. Reg. No. 1,957,402
BUYERS' CHOICE	U.S. Reg. No. 1,667,725
BUYERS' CHOICE	U.S. Reg. No. 1,554,332
BUYERS' CHOICE	U.S. Reg. No. 1,482,325
BUYERS' CHOICE	U.S. Reg. No. 1,526,789
Design Only	U.S. Reg. No. 1,755,950
MOR FOR LESS	U.S. Reg. No. 1,805,581
OLD TIME	U.S. Reg. No. 1,748,744
OLD TIME	U.S. Reg. No. 1,612,551
OLD TIME	U.S. Reg. No. 1,958,170
OLD TIME	U.S. Reg. No. 1,416,822
OLD TIME	U.S. Reg. No. 1,281,019
OLD TIME	U.S. Reg. No. 1,277,236
OLD TIME	U.S. Reg. No. 1,327,815
OLD TIME	U.S. Reg. No. 942,886
OLD TIME	U.S. Reg. No. 806,997
OLD TIME PANTRY	U.S. Reg. No. 1,297,237
PICK 'N SAVE	U.S. Reg. No. 1,388,449
PICK 'N SAVE	U.S. Reg. No. 1,443,606
PICK 'N SAVE	U.S. Reg. No. 1,303,015
PICK 'N SAVE'S	U.S. Reg. No. 1,391,748
PRICE LESS FOODS	U.S. Reg. No. 1,857,394
ROUNDY'S	U.S. Reg. No. 937,195

ROUNDY'S	U.S. Reg. No. 1,966,793
ROUNDY'S	U.S. Reg. No. 1,943,818
ROUNDY'S	U.S. Reg. No. 1,626,534
ROUNDY'S	U.S. Reg. No. 1,412,925
ROUNDY'S	U.S. Reg. No. 1,388,749
ROUNDY'S	U.S. Reg. No. 1,187,206
ROUNDY'S	U.S. Reg. No. 1,254,205
ROUNDY'S BETTER FOODS	U.S. Reg. No. 1,190,985
ROUNDY'S BETTER FOODS	U.S. Reg. No. 1,187,205
ROUNDYS	U.S. Reg. No. 1,703,187
SMP ADVERTISING	U.S. Reg. No. 1,736,975
SUNNY VALLEY	U.S. Reg. No. 2,087,453
SUNNY VALLEY	U.S. Reg. No. 1,751,433
TOGETHER, WE SHARE. TOGETHER, WE CARE.	U.S. Reg. No. 1,685,683
VIKING FOODS	U.S. Reg. No. 1,215,344
VILLAGE MARKET	U.S. Reg. No. 2,152,805
WHEN IT COMES TO PRICE, NOW WE'RE TALKING EVEN LOWER!	U.S. Reg. No. 2,097,345
WHEN IT COMES TO PRICE, WE'RE STILL TALKING LOW!	U.S. Reg. No. 2,113,777