Form PTO-1594 (Rev. 06/04) "OMB Colfection 0651-0027 (exp. 6/30/2005)

02-08-2005



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RECORD#					
TRA 102936223					
To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.					
1. Name of conveying party(ies)/Execution Date(s):	2. Name and address of receiving party(ies)				
Nash-Finch Company	Additional names, addresses, or citizenship attached?				
	Name: Deutsche Bank Trust Company Americas				
	Internal Address:				
☐ Individual(s) ☐ Association	Street Address: 60 Wall Street				
General Partnership Limited Partnership	City: New York				
☑ Corporation-State – Delaware	State: New York				
Other	Country:Zip 10005				
Citizenship (see guidelines)	Association Citizenship				
Execution Date(s) November 11, 2004	General Partnership Citizenship				
Additional names of conveying parties attached? Yes No	Limited Partnership Citizenship				
3. Nature of conveyance	Corporation Citizenship				
☐ Assignment ☐ Merger	Other Collateral Agent Citizenship				
⊠ Security Agreement	If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No				
☐ Other	(Designations must be a separate document from assignment)				
4. Application number(s) or registration number(s) and identification	The second secon				
A. Trademark Application No.(s)	B. Trademark Registration No.(s)				
The second of th	SEE SCHEDULE A ATTACHED				
C. Identification or Description of Trademark(s) (and Filing Date if A	pplication or Registration Number is unknown):				
5. Name & address of party to whom correspondence concerning	6. Total number of applications and				
document should be mailed:	registrations involved:				
Name: Meredith Schorr	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$1365				
Internal Address: <u>c/o White & Case LLP</u>	☐ Authorized to be charged by credit card				
Street Address: 1155 Avenue of the Americas	☑ Authorized to be charged to deposit account				
Street Address. 1135 Avenue of the Americas	⊠ Enclosed ∑ W				
City: New York	8. Payment Information:				
State: New YorkZip 10036	a. Credit Card Last 4 Numbers				
Phone Number: (212) 819-8753	Expiration Date C				
Fax Number: (212) 354-8113	b. Deposit Account Number 23-1705				
Email Address: trademarkdocket@whitecase.com	Authorized User Name Meredith Schorr				
9. Signature: / // // // // // // // // // // // //	113,101				
Signature	Date				
Meredith Schorr	Total number of pages including cover 10				
Name of Person Signing	sheet, attachments, and document:				

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria VA 22313-1450

02/07/2005 ECDOPER 00000027 2744438

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NEWYORK 4630377 (2K)

MARK	REG. NO.	REG. DATE
AVANZA	2,744,438	7/29/2003
AVANZA SUPERMARKET	2,744,439	7/29/2003
ARROW AND TARGET DESIGN	1,140,556	10/14/1980
BERNINI	1,620,244	10/30/1990
BUY 'N SAVE	2,269,821	8/10/1999
CINNFULLY GOOD	2,732,870	7/1/2003
CINNFULLY GOOD	2,756,771	8/26/2003
COMPUTERS FOR KIDS	2,188,665	9/15/1998
CUSTOMER SATISFACTION IS ALWAYS FIRST	937,789	7/11/1972
DELI-QUIK	1,024,850	11/11/1975
ECONO CARD	2,106,491	10/21/1997
ECONO FOODS	1,419,536	12/2/1986
ECONO STOP	2,087,329	8/12/1997
ECONOMART	1,842,143	6/28/1994
EXPRESS MARKETPLACE	2,240,897	4/20/1999
FAMILY BAKE SHOPPE & DESIGN	1,524,731	2/14/1989
FAMILY THRIFT CENTER AND DESIGN	2,505,778	11/13/2001
FLOWERS TOO	1,862,117	11/8/1994
FOOD BONANZA & DESIGN	1,481,988	3/22/1988
FOOD FOLKS & DESIGN	1,835,789	5/10/1994
FOOD PRIDE	1,788,692	8/17/1993
FOOD PRIDE & DESIGN	1,416,259	11/4/1986

FTC EXPRESS	2,359,406	6/20/2000
HOMETOWN EXTRAS	2,723,063	6/10/2003
JACK & JILL	739,189	10/9/1962
JACK & JILL	1,257,814	11/15/1983
KITCHEN TABLE	2,189,499	9/15/1998
MENU SENSATIONS	2,148,257	3/31/1998
MISCELLANEOUS DESIGN (WHEAT)	2,043,240	3/11/1997
MORE CARD	2,124,886	12/30/1997
NASH FINCH COMPANY	2,083,413	7/29/1997
NASHNET	2,541,514	2/19/2002
ORIGINAL SIGNATURE	1,971,734	4/30/1996
OUR BEST FOR YOU	2,263,186	7/20/1999
OUR FAMILY	2,690,200	2/25/2003
OUR FAMILY	369,014	7/11/1939
OUR FAMILY FOODS	1,704,384	7/28/1992
OUR SIGNATURE	2,639,523	10/22/2002
PERFORMANCE DRIVEN	2,588,431	7/2/2002
SPRINT	836,394	10/3/1967
SPRINT	1,487,030	5/3/1988
SUN MART AND DESIGN	2,373,954	8/1/2000
SUN MART FOODS	1,920,466	9/19/1995
SUN MART FOODS & DESIGN	1,501,505	8/23/1988
TENDER FRESH	858,009	10/1/1968
TENDER LEAN PORK & DESIGN	838,018	10/31/1967

TENDER TASTE	733,505	6/26/1962
TENDER TASTE & DESIGN	740,999	11/20/1962
THE FRESH PLACE	2,075,552	7/1/1997
TOBACCO ROW	2,193,878	10/6/1998
WM CASH AND CARRY AND DESIGN	805,712	3/15/1966
WM WAREHOUSE MARKET CASH AND CARRY	865,510	2/25/1969
WM CASH & CARRY	813,184	8/16/1966
YOU'RE IN, YOU'RE OUT YOU'RE HOME	2,504,202	11/6/2001

GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Nash-Finch Company, a Delaware Corporation (the "Grantor") with principal offices at 7600 France Avenue South, PO Box 355, Minneapolis, MN 55440-0355, hereby grants to DEUTSCHE BANK TRUST COMPANY AMERICAS, as Collateral Agent, with principal offices at 60 Wall Street, New York, NY 10005, (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of November 12, 2004 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the Hold day of November, 2004.

NASH-FINCH COMPANY, Grantor

Name: LeAnne M. Stewart Title: Chief Financial Officer

[Nash-Finch Company Trademark Signature Page]

DEUTSCHE BANK TRUST COMPANY AMERICAS, as Collateral Agent and Grantee

Scottye Lindsey

Title:

Director

[Nash-Finch Company Trademark Signature Page]

STATE OF VENTORK) SS:

On this day of November, 2004, before me personally came who, being by me duly sworn, did state as follows: that [s]he is DIVECTOR of Deutsche Bank Trust Company Americas, that [s]he is authorized to execute the foregoing Grant on behalf of said corporation and that [s]he did so by authority of

the Board of Directors of said corporation.

Notary Public

JOJEANTRAVIS
Registration No. 01TR5013241
New York County
July 15

[Nash-Finch Company Trademark Signature Page]

STATE OF NEW YORK)	
)	SS.:
COUNTY OF NEW YORK)	

On this ____ day of November, 2004, before me personally came LeAnne M. Stewart who, being by me duly sworn, did state as follows: that she is Chief Financial Officer of Nash-Finch Company, that she is authorized to execute the foregoing Grant on behalf of said corporation and that she did so by authority of the Board of Directors of said corporation.

Notary Public

JOHN C. OSTLING III
NOTARY PUBLIC, State of New York
No. 010S5069538
Qualified in Queens County
Certificate Filed in New York County
Commission Expires Nov. 26, 2006

[Nash-Finch Company Trademark Signature Page]

RECORDED: 01/03/2005