

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ROUNDY'S SUPERMARKETS, INC.		04/16/2010	CORPORATION: WISCONSIN

**RECEIVING PARTY DATA**

Name:	CREDIT SUISSE AG
Street Address:	11 MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	SWISS BANK: SWITZERLAND

**PROPERTY NUMBERS Total: 34**

Property Type	Number	Word Mark
Registration Number:	1964854	ADVANTAGE PLUS
Registration Number:	3520207	CHEF'S GRILL
Registration Number:	1610853	COPPS
Registration Number:	1610854	COPPS
Registration Number:	1610216	COPPS
Registration Number:	1610215	COPPS
Registration Number:	1610852	COPPS
Registration Number:	1610851	COPPS
Registration Number:	1610855	COPPS
Registration Number:	2213971	COPPS KEY SAVINGS CLUB
Registration Number:	3430520	CUT BACK
Registration Number:	1755950	
Registration Number:	1805581	MOR FOR LESS
Registration Number:	942886	OLD TIME

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**TRADEMARK  
 REEL: 004191 FRAME: 0818**

Registration Number:	1612551	OLD TIME
Registration Number:	1748744	OLD TIME
Registration Number:	1443606	PICK 'N SAVE
Registration Number:	1857394	PRICE LESS FOODS
Registration Number:	1459729	RAINBOW
Registration Number:	1248298	RAINBOW
Registration Number:	1304312	RAINBOW FOODS
Registration Number:	937195	ROUNDY'S
Registration Number:	1187206	ROUNDY'S
Registration Number:	1254205	ROUNDY'S
Registration Number:	1388749	ROUNDY'S
Registration Number:	1412925	ROUNDY'S
Registration Number:	1626534	ROUNDY'S
Registration Number:	1703187	ROUNDYS
Registration Number:	1943818	ROUNDY'S
Registration Number:	1966793	ROUNDY'S
Registration Number:	1736975	SMP ADVERTISING
Registration Number:	3088671	SPEED ZONE
Registration Number:	3017766	SPEED ZONE SELF CHECKOUT
Registration Number:	3304665	SUNNY VALLEY

**CORRESPONDENCE DATA**

Fax Number: (646)848-4455  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-848-4455  
Email: jlik@shearman.com  
Correspondent Name: Gloria Jung  
Address Line 1: 599 Lexington Avenue  
Address Line 2: Shearman & Sterling LLP  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	35610/12852
NAME OF SUBMITTER:	GLORIA JUNG
Signature:	/GLORIA JUNG/
Date:	04/22/2010

Total Attachments: 6

**TRADEMARK**  
**REEL: 004191 FRAME: 0819**

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SECOND LIEN GRANT OF SECURITY INTEREST  
IN TRADEMARK RIGHTS

THIS SECOND LIEN GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of April 16, 2010, made by Roundy's Supermarkets, Inc., a Wisconsin corporation (a "Grantor"), in favor of CREDIT SUISSE AG, Cayman Island Branch, as Administrative Agent (in such capacity, the "Administrative Agent"), for the banks, financial institutions and other entities (the "Lenders") from time to time parties to the Second Lien Credit Agreement, dated as of April 16, 2010 (as amended, restated supplemented or otherwise modified from time to time, the "Credit Agreement"), among Roundy's Supermarkets, Inc., a Wisconsin corporation (the "Borrower"), the Lenders, CREDIT SUISSE SECURITIES (USA) LLC, as Sole Bookrunner and Sole Lead Arranger, MOELIS & COMPANY LLC, as Syndication Agent, and the Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make 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 April 16, 2010, in favor of the Administrative Agent (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement");

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

WHEREAS, Grantor has duly authorized the execution, delivery and performance of this 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 Borrower pursuant to the Credit Agreement, Grantor agrees, for the benefit of the Administrative 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 listed on Schedule A 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), together with the goodwill symbolized thereby, to the Administrative Agent for the benefit of the Administrative 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 the Administrative 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 or the Administrative 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.

SECTION 6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Intercreditor Agreement. Notwithstanding any other provisions contained herein, this Agreement, the Liens created hereby and the rights, remedies, duties and obligations provided for herein are subject in all respects to the provisions of the Intercreditor Agreement, dated as of April 16, 2010 among JPMorgan Chase Bank, N.A., as First Priority Representative, Credit Suisse AG, Cayman Islands Branch, as Second Priority Representative, Roundy's Supermarkets, Inc., as the Borrower, and the other Loan Parties referred to therein, as amended from time to time.

*[Rest of Page Intentionally Left Blank]*

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 date and year first above written.

ROUNDY'S SUPERMARKETS, INC.,  
as Grantor

By: Edward G. Kitz  
Name: Edward G. Kitz  
Title: Group Vice President Legal, Risk  
& Treasury

CREDIT SUISSE AG  
as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

CREDIT SUISSE AG, Cayman Islands Branch,  
as Administrative Agent

By: \_\_\_\_\_

Name: Shaheen Malik  
Title: Vice President

By: \_\_\_\_\_

Name: ILYA IVASHKOV  
Title: ASSOCIATE

**SCHEDULE A**

**U.S. Trademark Registrations**

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>Owner</u>
ADVANTAGE PLUS	1,964,854	04/02/1996	Roundy's Supermarkets, Inc.
CHEF'S GRILL & Design	3,520,207	10/21/2008	Roundy's Supermarkets, Inc.
COPPS & Design (Bagaroo, the kangaroo)	1,610,853	08/21/1990	Roundy's Supermarkets, Inc.
COPPS & Design (Chops, the dog)	1,610,854	08/21/1990	Roundy's Supermarkets, Inc.
COPPS & Design (Coco, the monkey)	1,610,216	08/14/1990	Roundy's Supermarkets, Inc.
COPPS & Design (I.C., the penguin)	1,610,215	08/14/1990	Roundy's Supermarkets, Inc.
COPPS & Design (Scratch, the cat)	1,610,852	08/21/1990	Roundy's Supermarkets, Inc.
COPPS & Design (The Inspector)	1,610,851	08/21/1990	Roundy's Supermarkets, Inc.
COPPS & Design (Wink, the rabbit)	1,610,855	08/21/1990	Roundy's Supermarkets, Inc.
COPPS KEY SAVING CLUB	2,213,971	12/29/1998	Roundy's Supermarkets, Inc.
CUT BACK and Design	3,430,520	5/20/2008	Roundy's Supermarkets, Inc.
Miscellaneous Design (Mor for Less logo)	1,755,950	03/02/1993	Roundy's Supermarkets, Inc.
MOR FOR LESS	1,805,581	11/16/1993	Roundy's Supermarkets, Inc.
OLD TIME	942,886	09/12/72	Roundy's Supermarkets, Inc.
OLD TIME	1,612,551	09/11/90	Roundy's Supermarkets, Inc.
OLD TIME	1,748,744	01/26/1993	Roundy's Supermarkets, Inc.
PICK 'N SAVE	1,443,606	06/16/1987	Roundy's Supermarkets, Inc.
PRICE LESS FOODS	1,857,394	10/04/1994	Roundy's Supermarkets, Inc.
RAINBOW	1,459,729	09/29/2007	Roundy's Supermarkets, Inc.
RAINBOW	1,248,298	08/16/83	Roundy's Supermarkets, Inc.
RAINBOW FOODS & DESIGN	1,304,312	11/06/1984	Roundy's Supermarkets, Inc.
ROUNDY'S	937,195	07/04/1972	Roundy's Supermarkets, Inc.
ROUNDY'S	1,187,206	01/19/1982	Roundy's Supermarkets, Inc.



<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>Owner</u>
ROUNDY'S	1,254,205	10/18/1983	Roundy's Supermarkets, Inc.
ROUNDY'S	1,388,749	04/08/1986	Roundy's Supermarkets, Inc.
ROUNDY'S	1,412,925	10/14/1986	Roundy's Supermarkets, Inc.
ROUNDY'S	1,626,534	12/11/1990	Roundy's Supermarkets, Inc.
ROUNDY'S	1,703,187	07/28/1992	Roundy's Supermarkets, Inc.
ROUNDY'S	1,943,818	12/26/1995	Roundy's Supermarkets, Inc.
ROUNDY'S	1,966,793	04/09/1996	Roundy's Supermarkets, Inc.
SMP ADVERTISING	1,736,975	12/01/1992	Roundy's Supermarkets, Inc.
SPEED ZONE	3,088,671	5/2/2006	Roundy's Supermarkets, Inc.
SPEED ZONE SELF-CHECKOUT & DESIGN	3,017,766	11/22/2005	Roundy's Supermarkets, Inc.
SUNNY VALLEY	3,304,665	10/2/2007	Roundy's Supermarkets, Inc.