

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Security Agreement |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-----------------------------|----------|----------------|------------------------|
| ROUNDY'S SUPERMARKETS, INC. | | 02/13/2012 | CORPORATION: WISCONSIN |

RECEIVING PARTY DATA

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|-----------------|--|
| Name: | CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Administrative Agent |
| Street Address: | 11 Madison Avenue |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10010 |
| Entity Type: | Bank: SWITZERLAND |

PROPERTY NUMBERS Total: 27

| Property Type | Number | Word Mark |
|----------------------|---------|------------------------|
| Registration Number: | 1964854 | ADVANTAGE PLUS |
| Registration Number: | 3520207 | CHEF'S GRILL |
| 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 |
| 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 |

TRADEMARK

OP \$690.00 1964854

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| 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: (800)494-7512
Phone: 2023704761
Email: tfahey@nationalcorp.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Thomas Fahey
Address Line 1: 1100 G Street NW Suite 420
Address Line 2: National Corporate Research
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

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|-------------------------|------------------------|
| ATTORNEY DOCKET NUMBER: | F137920 |
| NAME OF SUBMITTER: | Courtney J. Mitchell |
| Signature: | /Courtney J. Mitchell/ |
| Date: | 02/13/2012 |

Total Attachments: 6
source=Trademark.SA.to.file.doc#page2.tif
source=Trademark.SA.to.file.doc#page3.tif
source=Trademark.SA.to.file.doc#page4.tif
source=Trademark.SA.to.file.doc#page5.tif
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source=Trademark.SA.to.file.doc#page7.tif

GRANT OF SECURITY INTEREST
IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “**Agreement**”), dated as of February 13, 2012, made by Roundy’s Supermarkets, Inc., a Wisconsin corporation (the “**Grantor**”), in favor of CREDIT SUISSE AG, as administrative agent and collateral agent (in such capacity and its successors in such capacity, the “**Administrative Agent**”), for the banks, financial institutions and other entities (the “**Lenders**”) from time to time parties to the Credit Agreement, dated as of February 13, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Grantor, the Lenders and the Administrative Agent.

WITNESSETH:

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 that certain Guarantee and Collateral Agreement, dated as of February 13, made by each of the signatories thereto in favor of the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the 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 and Trademark Licenses;

WHEREAS, the 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, the Qualified Counterparties to enter into the Specified Hedge Agreements and the Cash Management Banks to provide Cash Management Services with respect to the Specified Cash Management Obligations, the Grantor agrees, for the benefit of the Administrative Agent and the Secured Parties, 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 Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. Grantor hereby pledges and grants a continuing security interest in all Grantor's right, title, and interest in and to any Trademarks (including, without limitation, those listed on Schedule A hereto and all proceeds, damages, royalties, payments and other income arising from any of the foregoing, *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 associated therewith, to the Administrative Agent for the benefit of the Administrative Agent and the Secured Parties 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 Secured Parties 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 Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The 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. In the event that any of the provisions of this Agreement are deemed to conflict with the provisions of the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

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.

[signature page follows]

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 first above written.

ROUNDY'S SUPERMARKETS, INC.,
as Grantor

By: 
Name: Edward G. Kitz
Title: Group Vice President -
Legal, Risk and Treasury;
Corporate Secretary

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH, as Administrative
Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

[Signature Page to Grant of Security Interest in Trademark Rights]

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 first above written.

ROUNDY'S SUPERMARKETS, INC.,
as Grantor

By: _____
Name:
Title:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Administrative Agent

By:  _____
Name: Shaheen Malik
Title: Vice President

By:  _____
Name: Kevin Buddhew
Title: Associate

[Signature Page to Grant of Security Interest in Trademark Rights]

SCHEDULE A

U.S. Trademark Registrations

| <u>Title of Work</u> | <u>Registration No.</u> | <u>Registration Date</u> | <u>Owner</u> |
|--|-------------------------|--------------------------|-----------------------------|
| ADVANTAGE PLUS | 1,964,854 | 04/02/1996 | Roundy's Supermarkets, Inc. |
| CHEF'S GRILL & Design 3 | 3,520,207 | 10/21/2008 | 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 | 09/12/1972 | Roundy's Supermarkets, Inc. |
| OLD TIME | 1,612,551 | 09/11/1990 | 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 | 08/16/1983 | 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. |
| 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. |

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| 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. |