

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Albertson's LLC		03/21/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Citibank, N.A., as Agent
Street Address:	388 Greenwich Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Registration Number:	3282186	3'S A CROWD
Registration Number:	1446938	3'S A CROWD
Registration Number:	1073368	A ALBERTSONS
Registration Number:	1071250	A ALBERTSONS
Registration Number:	3856542	ALBERTSONS
Registration Number:	953914	ALBERTSONS
Registration Number:	959514	ALBERTSONS
Registration Number:	891152	ALBERTSONS
Registration Number:	885630	ALBERTSONS
Registration Number:	2303621	ALBERTSONS
Registration Number:	3663014	ALBERTSONS
Registration Number:	2245928	ALBERTSONS EXPRESS
Registration Number:	2712646	COUNTRY FARMS
Registration Number:	2312068	COUNTRY FARMS

TRADEMARK

Registration Number:	1619325	GOOD DAY
Registration Number:	1062358	GOOD DAY
Registration Number:	3786033	GOOD DAY
Registration Number:	3351770	IT MEANS A GREAT DEAL.
Registration Number:	2325695	LUCKY
Registration Number:	2334825	LUCKY
Registration Number:	2334824	LUCKY
Registration Number:	2325672	LUCKY
Registration Number:	2294426	LUCKY
Registration Number:	2633764	LUCKY
Registration Number:	1543066	LUCKY
Registration Number:	2193052	LUCKY MEANS LOW PRICES
Registration Number:	1469513	LUCKY PRODUCE 100% FRESH 100% GUARANTEED
Registration Number:	2900956	LUCKY SAV ON FOOD & DRUG STORE
Registration Number:	1856064	MAX PAK
Registration Number:	4254961	STEAKHOUSE CHOICE
Registration Number:	0933392	SUPER SAVER
Registration Number:	4083696	SUPER SAVER
Serial Number:	85581036	MY NEIGHBORHOOD. MY ALBERTSONS.

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: daniel.cote@thomsonreuters.com
 Correspondent Name: James P. Murphy, Legal Assistant
 Address Line 1: 80 Pine Street
 Address Line 2: Cahill Gordon & Reindel LLP
 Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	James P. Murphy, Legal Assistant
Signature:	/daniel cote thomsonreuters/
Date:	04/02/2013

Total Attachments: 12

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):

Albertson's LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other LLC
- Association
- Limited Partnership

Citizenship (see guidelines) US - DE

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 03/21/2013

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Citibank, N.A., as Agent

Street Address: 388 Greenwich Street

City: New York

State: NY

Country: USA Zip: 10013

- Individual(s) Citizenship _____
- Association Citizenship US - Fed
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

SEE SCHEDULE I

SEE SCHEDULE I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: James P. Murphy, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3345

Docket Number: _____

Email Address: jmurphy@cahill.com

6. Total number of applications and registrations involved:

33

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

James P. Murphy
Signature

JAMES P. MURPHY

Name of Person Signing

March 21, 2013

Date

Total number of pages including cover sheet, attachments, and document:

12

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Trademark Security Agreement

Trademark Security Agreement, dated as of March 21, 2013, by Albertson's LLC (the "Grantor"), in favor of CITIBANK, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Agent").

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Grantor:

- (a) Trademarks of the Grantor listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by telecopy, pdf or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

ALBERTSON'S LLC

By: Dave Ober
Name: Dave Ober
Title: Vice President and Treasurer

Accepted and Agreed:

CITIBANK, N.A.,
as Agent

By: 
Name: Kevin Johns
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark registrations:

TRADEMARK	APPLICANT/OWNER	REGISTRATION NUMBER/ APPLICATION NUMBER¹	CLASSES AND GOODS
3'S A CROWD	Albertson's LLC	3282186	35 Retail grocery stores; Supermarkets
3'S A CROWD & Design	Albertson's LLC	1446938	42 SUPERMARKET AND GROCERY STORE SERVICES
A ALBERTSONS & Design	Albertson's LLC	1073368	42 RETAIL GROCERY STORE SERVICES
A ALBERTSONS & Design	Albertson's LLC	1071250	3 HOUSEHOLD DETERGENTS 29 PACKAGED MEAT PRODUCTS, VEGETABLES (OTHER THAN FRESH), FRUIT (OTHER THAN FRESH), CANNED FISH, DAIRY PRODUCTS (EXCLUDING ICE CREAM AND ICE MILK), CHOCOLATE MILK, DAIRY BASED CHOCOLATE DRINK MIX, MAYONNAISE, AND SHELLLED NUTS 30 ICE CREAM, TEA, COFFEE, BREADS, ROLLS, AND SUGAR

¹ A blank cell in this column indicates a common law trademark.

ALBERTSONS	Albertson's LLC	3856542	1 Distilled Water 29 Refried beans, processed olives, pickles, jam, fruit-based snack food, sour cream, bacon, seafood (not live), milk, yogurt, peanut butter and cottage cheese 30 Salsa, taco shells, ketchup, relish, seasonings, spaghetti sauce, gravy, unpopped popcorn, honey, cocoa, tomato sauce, stuffing mixes containing bread, pasta, rice, pudding, marshmallows, mixes for bakery goods, breakfast cereals, cereal based snack foods, dough, tortilla chips, bakery goods, waffles, cookies, frosting, mustard and pizza; pre-packed meals consisting primarily of pasta; crackers 32 Fruit drinks, drinking water, fruit juices and vegetable juices
ALBERTSONS	Albertson's LLC	953914	46 COFFEE, CIDER VINEGAR, WHITE VINEGAR, SALAD DRESSING, MAYONNAISE, MUSTARD, INSTANT POTATOES, FROZEN POTATOES, SOUP, RAISINS, EVAPORATED MILK, NON-DAIRY CREAMER, VEGETABLE OIL, CORN OIL, BROWNIE MIX, SALT, NUTS, DIPS, WIENERS, AND CHIPPED MEATS
ALBERTSONS	Albertson's LLC	959514	33 WHISKEY, VODKA, TEQUILA, RUM, BRANDY AND GIN
ALBERTSONS	Albertson's LLC	891152	46 BREAD, PEANUT BUTTER, COFFEE, TEA, FLOUR, POTATO CHIPS, MARGARINE, VEGETABLE OIL SHORTENING, PEPPER, BUTTER, CHEESE, FRESH EGGS, WHIPPED CREAM TOPPING, ICE CREAM, PANCAKE SYRUP, CANNED TUNA FISH, LUNCH MEAT, AND FRESH POULTRY
ALBERTSONS	Albertson's LLC	885630	35 RETAIL GROCERY STORE SERVICES

ALBERTSONS	Albertson's LLC	2303621	35 electronic retailing services featuring groceries and other consumer goods via a wide area computer network
ALBERTSONS	Albertson's LLC	3663014	35 Retail Pharmacy Services
ALBERTSON'S and Stylized A Design	Albertson's LLC	T10237	35 - Retail grocery store services
ALBERTSONS ARCH & LEAF DESIGN	Albertson's LLC	3168377	35 RETAIL GROCERY STORE SERVICES
ALBERTSONS ASSOCIATE REWARDS CARD	Albertson's LLC		
ALBERTSONS EXPRESS & Design	Albertson's LLC	2245928	35 CONVENIENCE STORE SERVICES AND GASOLINE DISPENSING SERVICES
ALBERTSONS PREFERRED CARD	Albertson's LLC		
ALBERTSONS PREFERRED REWARDS	Albertson's LLC		
Albertsons Preferred Savings Card	Albertson's LLC		
ALBERTSONS SAV-ON & Design	Albertson's LLC	54218	35 Retail grocery store and pharmacy services
ALBERTSONS SAV-ON & Design	Albertson's LLC	20051128137	35 - Retail grocery store, supermarket and drug store services

ALBERTSONS SAV-ON & Design	Albertson's LLC	18291	35 - Retail grocery store, supermarket and drug store services
ALBERTSONS SAV-ON & Design	Albertson's LLC	800473660	35 - RETAIL GROCERY STORE, SUPERMARKET, AND DRUG STORE SERVICES
COUNTRY FARMS	Albertson's LLC	2712646	30 BREAD
COUNTRY FARMS	Albertson's LLC	2312068	30 Bread
COUNTY LINE LIQUOR	Albertson's LLC	19971150415	42 - Retail liquor store services
GOOD DAY	Albertson's LLC	1619325	30 ICE CREAM and BREADS
GOOD DAY	Albertson's LLC	1062358	29 BACON 30 BREAD
GOOD DAY	Albertson's LLC	3786033	30 Breakfast cereals; Ready to eat, cereal derived food bars
GROCERY WAREHOUSE	Albertson's LLC	19971142656	42 - Retail grocery store services
IT MEANS A GREAT DEAL.	Albertson's LLC	3351770	35-Retail grocery store services, online retail grocery store and retail drug store services
LUCKY	Albertson's LLC	45,385	16 Paper towels and aluminum foil for cooking, wrapping and household use.

LUCKY	Albertson's LLC	2325695	31 unpopped popcorn
LUCKY	Albertson's LLC	2334825	30 Ketchup; pancake and waffle syrup and bread
LUCKY	Albertson's LLC	2334824	29 canned beans; canned fruits; canned vegetables, eggs; peanut butter; processed nuts;
LUCKY	Albertson's LLC	2325672	3 Laundry bleach
LUCKY	Albertson's LLC	2294426	1 artificial sweeteners
LUCKY	Albertson's LLC	2633764	32 bottled drinking water
LUCKY	Albertson's LLC	1543066	42 SUPERMARKET AND GROCERY STORE SERVICES
LUCKY	Albertson's LLC	7	35 Retail grocery services
LUCKY MEANS LOW PRICES	Albertson's LLC	2193052	35 retail supermarket and general merchandise store services
LUCKY PRODUCE 100% FRESH 100% GUARANTEED	Albertson's LLC	1469513	42 GROCERY STORE AND SUPERMARKET SERVICES

LUCKY SAV ON FOOD & DRUG STORE	Albertson's LLC	2900956	35 retail supermarket and drug store services featuring food, drugs, household goods, automotive goods, and like general merchandise
MAX FOODS	Albertson's LLC	48,574	35 - Retail grocery store
MAX PAK	Albertson's LLC	1856064	42 supermarkets featuring large-sized and multiple-packaged food, beverage, personal care, personal hygiene, household maintenance, and automotive maintenance products for consumers
MY ALBERTSONS REWARDS	Albertson's LLC		
SAV-ON	Albertson's LLC	43,745	36 - Advertising and business
SAV-ON	Albertson's LLC	24,608	35 - Drugs and general merchandise retail sales services
SAV-ON EXPRESS and design	Albertson's LLC	46,457	42 - Retail drug stores
SHEPARD PLACE PHARMACY	Albertson's LLC	67823	35 Retail pharmacy services

STEAKHOUSE CHOICE	Albertson's LLC	4254961	29 Meat
SUPER SAVER & Design	Albertson's LLC	0933392	42 Retail Grocery Store Services.
SUPER SAVER	Albertson's LLC	4083696	35 Retail Grocery Store Services.
XTREME BUYS	Albertson's LLC		
XTREME BUYS	Albertson's LLC		
XTREME VALUE	Albertson's LLC		
XTREME VALUE (XV) BUYS	Albertson's LLC		
XTREME VALUES	Albertson's LLC		

Trademark applications:

TRADEMARK	APPLICANT/OWNER	APPLICATION NUMBER ²	CLASSES AND GOODS
MY NEIGHBORHOOD. MY ALBERTSONS.	Albertson's LLC	85581036	35 Retail Grocery Store Services

² A blank cell in this column indicates a common law trademark.