

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Roundy's Supermarkets, Inc.		12/20/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. Bank National Association
Street Address:	601 Second Avenue South
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	1964854	ADVANTAGE PLUS
Registration Number:	2213971	COPPS KEY SAVINGS CLUB
Registration Number:	3430520	CUT BACK
Registration Number:	4192268	MARIANO'S FRESH MARKET
Registration Number:	4237764	MARIANO'S FRESH MARKET
Registration Number:	1755950	
Registration Number:	1805581	MOR FOR LESS
Registration Number:	1443606	PICK 'N SAVE
Registration Number:	1459729	RAINBOW
Registration Number:	1304312	RAINBOW FOODS
Registration Number:	0937195	ROUNDY'S
Registration Number:	1187206	ROUNDY'S
Registration Number:	1254205	ROUNDY'S
Registration Number:	1388749	ROUNDY'S

CH \$565.00 1964854

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:	3088671	SPEED ZONE
Registration Number:	3017766	SPEED ZONE SELF CHECKOUT
Registration Number:	3304665	SUNNY VALLEY

CORRESPONDENCE DATA

Fax Number: 3128622200
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 3128622000
Email: rob.soneson@kirkland.com
Correspondent Name: Kirkland & Ellis LLP
Address Line 1: 300 N. LaSalle
Address Line 2: Rob Soneson
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	40202-2
NAME OF SUBMITTER:	Rob Soneson
Signature:	/rsoneson/
Date:	12/20/2013

Total Attachments: 6
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Trademark Security Agreement

Trademark Security Agreement (this "Agreement"), dated as of December 20, 2013, by Roundy's Supermarkets, Inc. (the "Grantor"), in favor of U.S. BANK NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the Indenture (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Grantor is party to a Second Lien Security Agreement dated as of December 20, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Indenture, the Grantor hereby agrees with the Collateral 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. As security for the payment, performance and observance, as applicable, in full of the Obligations, the Grantor did, and hereby does, pledge and grant to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties a security interest in all right, title and interest in or to any and all of the following Collateral of the Grantor, in each case, other than Excluded Assets (collectively, the "Trademark Collateral"):

- (a) all Trademarks of the Grantor, including those listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing;

provided, that the foregoing pledge, assignment and grant of security interest shall not apply to any United States intent-to-use trademark application 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 application under the applicable federal law.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of December 20, 2013 (as amended, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), among Roundy’s, Inc., Roundy’s Acquisition Corp., Roundy’s Supermarkets, Inc., and certain of their subsidiaries party thereto, Credit Suisse AG, as First-Lien Administrative Agent and as Senior Credit Agent, and U.S. Bank National Association, as Trustee and as Noteholder Collateral Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern.

SECTION 5. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement or pursuant to any other termination or release as set forth under Section 7.13 of the Security Agreement, as applicable, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing all or part, as the case maybe, of the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

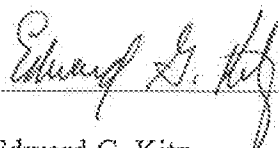
SECTION 6. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, the undersigned 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,

ROUNDY'S SUPERMARKETS, INC.

By:  _____

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

Accepted and Agreed:

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent

By: Donald T. Hurrelbrink
Name: Donald T. Hurrelbrink
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005180 FRAME: 0214

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

<u>OWNER</u>	<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
Roundy's Supermarkets, Inc.	ADVANTAGE PLUS	1,964,854	04/02/1996
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.	MARIANO'S FRESH MARKET	4,192,268	08/04/12
Roundy's Supermarkets, Inc.	MARIANO'S FRESH MARKET & DESIGN	4,237,764	11/06/12
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.	PICK 'N SAVE	1,443,606	06/16/1987
Roundy's Supermarkets, Inc.	RAINBOW	1,459,729	09/29/2007
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.	ROUNDY'S	1,943,818	12/26/1995

OWNER	MARK	REG. NO.	REG. DATE
Roundy's Supermarkets, Inc.	ROUNDY'S	1,966,793	04/09/1996
Roundy's Supermarkets, Inc.	SPEED ZONE	3,088,671	5/2/2006
Roundy's Supermarkets, Inc.	SPEED ZONE SELF-CHECKOUT and Design	3,017,766	11/22/2005
Roundy's Supermarkets, Inc.	SUNNY VALLEY	3,304,665	10/2/2007