

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM298104

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Roundy's Supermarkets, Inc.		03/03/2014	CORPORATION: WISCONSIN

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMorgan Chase Bank, N.A.
<b>Street Address:</b>	270 Park Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10017
<b>Entity Type:</b>	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 35**

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:	1610851	COPPS
Registration Number:	1610215	COPPS
Registration Number:	1610852	COPPS
Registration Number:	1610216	COPPS
Registration Number:	1610853	COPPS
Registration Number:	1610854	COPPS
Registration Number:	1610855	COPPS
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:	0942886	OLD TIME
Registration Number:	1612551	OLD TIME
Registration Number:	1748744	OLD TIME
Registration Number:	1443606	PICK 'N SAVE
Registration Number:	1459729	RAINBOW

**TRADEMARK**

Property Type	Number	Word Mark
Registration Number:	1248298	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
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:** 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:** Rob Soneson  
**Address Line 1:** 300 N. LaSalle  
**Address Line 2:** Kirkland & Ellis  
**Address Line 4:** Chicago, ILLINOIS 60654

<b>ATTORNEY DOCKET NUMBER:</b>	40202-2
<b>NAME OF SUBMITTER:</b>	Rob Soneson
<b>SIGNATURE:</b>	/rsoneson/
<b>DATE SIGNED:</b>	03/13/2014

**Total Attachments: 6**  
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## Trademark Security Agreement

Trademark Security Agreement (this “Agreement”), dated as of March 3, 2014, by Roundy’s Supermarkets, Inc. (the “Grantor”), in favor of JPMORGAN CHASE BANK, N.A., as administrative agent and collateral agent (in any such capacity, together with its successors in such capacity, the “Administrative Agent”), and as an issuing lender, for the banks, financial institutions and other entities (the “Lenders”) from time to time parties to the Asset-Based Revolving Credit Agreement, dated as of March 3, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Roundy’s Supermarkets, Inc., a Wisconsin corporation (the “Borrower”), the Lenders and the Administrative Agent.

## WITNESSETH:

WHEREAS, the Grantors are party to a Guarantee and Collateral Agreement dated as of March 3, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Administrative 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 Administrative Agent, for the benefit of the Secured Parties, to enter into the Indenture, the Grantor hereby agrees with the Administrative 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, grant to the Administrative 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 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 Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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 Administrative Agent shall otherwise determine.

SECTION 4. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Administrative Agent pursuant to this Agreement and the exercise of any right or remedy by the Administrative Agent hereunder are subject to the provisions of the First Lien Intercreditor Agreement, dated as of March 3, 2014 (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, the Administrative Agent, and JPMorgan Chase Bank, N.A., as ABL 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.

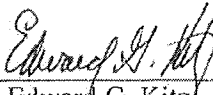
SECTION 5. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement or pursuant to any other termination or release as set forth under Section 8.15 of the Security Agreement, as applicable, the Administrative Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing all or part, as the case may be, 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 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 & Treasury,  
Corporate Secretary

[Signature Page to Grant of Security Interest in Trademarks - ABL]

**TRADEMARK**  
**REEL: 005236 FRAME: 0995**

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

By: Michael A. Hirtz  
Name: Michael A. Hirtz  
Title: Authorized officer

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

1. Trademark Registrations:

<b>MARK</b>	<b>REG. NO.</b>	<b>REG. DATE</b>
ADVANTAGE PLUS	1,964,854	04/02/1996
CHEF'S GRILL & Design 3	3,520,207	10/21/2008
COPPS KEY SAVING CLUB[1]	2,213,971	12/29/1998
COPPS	1610851	08/21/1990
COPPS	1610215	08/14/1990
COPPS	1610852	08/21/1990
COPPS	1610216	08/14/1990
COPPS	1610853	08/21/1990
COPPS	1610854	08/21/1990
COPPS	1610855	08/21/1990
CUT BACK and Design[2]	3,430,520	5/20/2008
MARIANO'S FRESH MARKET	4,192,268	08/04/12
MARIANO'S FRESH MARKET & DESIGN	4,237,764	11/06/12
Miscellaneous Design (Mor for Less logo)	1,755,950	03/02/1993
MOR FOR LESS	1,805,581	11/16/1993
OLD TIME	942,886	09/12/1972
OLD TIME	1,612,551	09/11/1990
OLD TIME	1,748,744	01/26/1993
PICK 'N SAVE[3]	1,443,606	06/16/1987
RAINBOW	1,459,729	09/29/2007
RAINBOW	1,248,298	08/16/1983

<sup>[1]</sup> The Company does not plan to renew this registration

<sup>[2]</sup> The Company does not plan to maintain and/or renew this registration

<sup>[3]</sup> This is a concurrent-use registration and is subject to the concurrent-use settlement agreement with National Merchandise Company, Inc., dated March 27, 1986. Accordingly, the Company and its Subsidiaries cannot use this mark in connection with retail grocery store services in the states of Florida, Georgia, North Carolina, South Carolina, Virginia, Alabama, Mississippi, Louisiana and Texas.

<b><u>MARK</u></b>	<b><u>REG. NO.</u></b>	<b><u>REG. DATE</u></b>
RAINBOW FOODS & DESIGN	1,304,312	11/06/1984
ROUNDY'S	937,195	07/04/1972
ROUNDY'S	1,187,206	01/19/1982
ROUNDY'S	1,254,205	10/18/1983
ROUNDY'S	1,388,749	04/08/1986
ROUNDY'S	1,412,925	10/14/1986
ROUNDY'S	1,626,534	12/11/1990
ROUNDY'S	1,703,187	07/28/1992
ROUNDY'S	1,943,818	12/26/1995
ROUNDY'S	1,966,793	04/09/1996
SMP ADVERTISING	1,736,975	12/01/1992
SPEED ZONE	3,088,671	5/2/2006
SPEED ZONE SELF-CHECKOUT and Design	3,017,766	11/22/2005
SUNNY VALLEY	3,304,665	10/2/2007

Trademark Applications:

None.