

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM305555

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DEUTSCHE BANK TRUST COMPANY AMERICAS		05/21/2014	Banking Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	DEUTSCHE BANK AG NEW YORK BRANCH, as successor administrative agent and collateral agent
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Banking Corporation: GERMANY

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Serial Number:	75095658	APPLE WHEELS
Serial Number:	71339850	CREOLE
Serial Number:	73332014	DANO'S
Serial Number:	77024134	DIXIE DARLING
Serial Number:	78855243	ENDLESS CHEESABILITIES
Serial Number:	72147683	FISCHER'S
Serial Number:	77024220	FISHERMAN'S WHARF
Serial Number:	73463115	FISHERMAN'S WHARF
Serial Number:	75095662	FRUIT WHEELS
Serial Number:	77023003	HICKORY SWEET
Serial Number:	74538722	KOUNTRY FRESH
Serial Number:	78756064	MEDIC
Serial Number:	73020112	MEDIC
Serial Number:	73484165	NATURITE
Serial Number:	77024942	PRESTIGE
Serial Number:	74356506	PRESTIGIO
Serial Number:	74634038	PUMP AND SAVE
Serial Number:	72111483	SATINSKIN

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	78632841	THE BEEF PEOPLE
Serial Number:	73210935	THE MEAT PEOPLE
Serial Number:	73013599	THRIFTY MAID
Serial Number:	71663887	THRIFTY MAID
Serial Number:	72162802	WD
Serial Number:	73005747	WINN DIXIE W D
Serial Number:	78465423	WINN W D DIXIE
Serial Number:	85266172	DOUBLE PLAY
Serial Number:	85266165	MAKE-A-MEAL
Serial Number:	85266118	WHAT-A-DEAL! SAVING YOU MONEY ON THE THI
Serial Number:	85266152	YOUR NEIGHBORHOOD BUTCHER

CORRESPONDENCE DATA

Fax Number: 2123548113

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

Phone: 212-819-8200

Email: iprecordations@whitecase.com

Correspondent Name: Fatima Carrillo/ White & Case LLP

Address Line 1: 1155 Avenue of the Americas

Address Line 2: Patent & Trademark Department

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	1111779-2135
NAME OF SUBMITTER:	Fatima Carrillo
SIGNATURE:	/Fatima Carrillo/
DATE SIGNED:	05/23/2014

Total Attachments: 9

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**ASSIGNMENT OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented and/or otherwise modified from time to time, the “*Assignment*”) dated May 21, 2014 is made by (i) DEUTSCHE BANK TRUST COMPANY AMERICAS, as original administrative agent and collateral agent (the “*Original Agent*”) under the Original Credit Agreement (as defined below), (ii) DEUTSCHE BANK AG NEW YORK BRANCH, as successor administrative agent and collateral agent (the “*New Agent*”) under that certain Amended and Restated ABL Credit Agreement (as amended, revised, supplemented, amended and restated, or otherwise modified from time to time, the “*Amended and Restated Credit Agreement*”) dated as of the date hereof, by and among the BI-LO, LLC, a Delaware limited liability company, as the borrower (the “*Borrower*”), BI-LO Holding, LLC, a Delaware limited liability company, as holdings (“*Holdings*”), WELLS FARGO BANK, NATIONAL ASSOCIATION, TD BANK, N.A., SUNTRUST BANK, BANK OF MONTREAL, CIT BANK, UNION BANK, N.A. and U.S. BANK NATIONAL ASSOCIATION, as co-documentation agents, Citibank, N.A., as syndication agent, CITIBANK N.A., DEUTSCHE BANK AG NEW YORK BRANCH and WELLS FARGO BANK, NATIONAL ASSOCIATION, as collateral monitors and the lenders from time to time party thereto and (iii) the Persons listed on the signature pages hereof as grantors (each a “*Grantor*” and collectively, the “*Grantors*”).

WHEREAS, the Borrower, Holdings, the Original Agent, Wells Fargo Bank, National Association (“*Wells Fargo*”), SunTrust Bank and TD Bank, N.A., as co-documentation agents, Citibank, as syndication agent, Citibank, Deutsche Bank Trust Company Americas and Wells Fargo, as collateral monitors and the lenders from time to time party thereto entered into that certain ABL Credit Agreement dated as of March 9, 2012 (as amended, revised, supplemented, or otherwise modified prior to the date hereof, the “*Original Credit Agreement*”);

WHEREAS, the Credit Parties and the Original Agent have entered into that certain Security Agreement dated as of March 9, 2012 (as amended, reaffirmed, revised, supplemented, amended and restated, or otherwise modified from time to time, the “*Security Agreement*”);

WHEREAS, the Original Credit Agreement is being amended and restated on the date hereof by the Amended and Restated Credit Agreement;

WHEREAS, each Grantor has executed and delivered or is otherwise a party to that certain Grant of Security Interests in United States Trademarks, dated as of March 9, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Original IP Security Agreement*”), which the Original Agent represents was recorded at the United States Patent and Trademark Office (“*USPTO*”) at reel 4734 frame 0976;

WHEREAS, pursuant to the Original IP Security Agreement, the Original Agent, as the prior collateral agent, was granted or otherwise acquired a security interest in each Grantor's right, title and interest in, to and under the Marks (as defined in the Original IP

Security Agreement) including the Marks set forth on **Schedule A** attached hereto, (collectively, the “*Security Interest*”); and

WHEREAS, consistent with the Amended and Restated Credit Agreement and the Security Agreement, the New Agent is desirous of acquiring, and the Original Agent is desirous of assigning, all of the Original Agent’s right, title and interest in, to and under the Original IP Security Agreement, including, without limitation, the Security Interest, and all documents relating thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Original Agent, the New Agent and the Grantors hereby covenant and agree as follows:

Section 1 Defined Terms. All capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to those terms in the Security Agreement.

Section 2 Assignment of IP Security Agreement. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Original Agent hereby assigns, transfers and conveys to the New Agent for the ratable benefit of the Secured Parties all of its right, title and interest in, to and under the Original IP Security Agreement and the Security Agreement, including, without limitation, the Security Interest. The New Agent hereby accepts the foregoing assignment.

Section 3 Security Agreement. The Security Interest assigned to the New Agent as the new collateral agent for the Secured Parties pursuant to this Assignment, has been granted in conjunction with the security interest granted pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the New Agent with respect to the security interest in the Marks made and granted by the Original IP Security Agreement 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.

Section 4 Counterparts. This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.


Section 5 Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York.

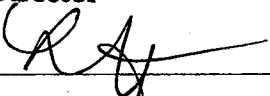
Section 6 Successors and Assigns. This Assignment shall inure to the benefit of, and shall be binding upon, the respective successors and assigns of the parties hereto.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Original Agent

By: 
Name: **Dusan Lazarov**
Title: **Director**

By: 
Name: **Lisa Wong**
Title: **Vice President**

[Signature Page – BI-LO – IP Assignment - 2014]

ACCEPTED AND AGREED
as of the date first above written:

DEUTSCHE BANK AG NEW YORK BRANCH,
as New Agent

By: 
Name: **Dusan Lazarov**

Title: **Director**

By: 
Name: **Lisa Wong**

Title: **Vice President**

[Signature Page – BI-LO – IP Assignment - 2014]

TRADEMARK
REEL: 005286 FRAME: 0294

ACCEPTED AND AGREED
as of the date first above written:

WINN-DIXIE STORES, INC.,

as Grantor

By: 

Name: Brian Carney

Title: Executive Vice President & Chief Financial Officer

[Signature Page -- BI-LO -- IP Assignment - 2014]

Schedule A

MARKS SCHEDULE

Trademark	Owner	Jurisdiction	Serial/ Registration No.	Filing/Registration Date
Apple Wheels	Winn-Dixie Stores, Inc.	U.S.	Serial No. 75/095,658 Reg. No. 2,069,264	Filing Date 4/29/1996 Reg. Date 6/10/1997
Creole	Winn-Dixie Stores, Inc.	U.S.	Serial No. 71/339,850 Reg. No. 308,792	Filing Date 7/17/1933 Reg. Date 12/19/1933
Dano's	Winn-Dixie Stores, Inc.	U.S.	Serial No. 73/332,014 Reg. No. 1,247,238	Filing Date 10/13/1981 Reg. Date 8/2/1983
Dixie Darling	Winn-Dixie Stores, Inc.	U.S.	Serial No. 77/024,134 Reg. No. 3,235,761	Filing Date 10/18/2006 Reg. Date 5/1/2007
Endless Cheesabilities	Winn-Dixie Stores, Inc.	U.S.	Serial No. 78/855,243 Reg. No. 3,304,487	Filing Date 4/6/2006 Reg. Date 10/2/2007
Fischer's	Winn-Dixie Stores, Inc.	U.S.	Serial No. 72/147,683	Filing Date 6/26/1962

Trademark	Owner	Jurisdiction	Serial/ Registration No.	Filing/Registration Date
			Reg. No. 783,748	Reg. Date 1/19/1965
Fisherman's Wharf	Winn-Dixie Stores, Inc.	U.S.	Serial No. 77/024,220 Reg. No. 3,235,763	Filing Date 10/18/2006 Reg. Date 5/1/2007
Fisherman's Wharf	Winn-Dixie Stores, Inc.	U.S.	Serial No. 73/463,115 Reg. No. 1,312,772	Filing Date 1/30/1984 Reg. Date 1/1/1985
Fruit Wheels	Winn-Dixie Stores, Inc.	U.S.	Serial No. 75/095,662 Reg. No. 2,069,265	Filing Date 4/29/1996 Reg. Date 6/10/1997
Hickory Sweet	Winn-Dixie Stores, Inc.	U.S.	Serial No. 77/023,003 Reg. No. 3,266,557	Filing Date 10/17/2006 Reg. Date 7/17/2007
Kountry Fresh	Winn-Dixie Stores, Inc.	U.S.	Serial No. 74/538,722 Reg. No. 1,989,018	Filing Date 6/17/1994 Reg. Date 7/23/1996
Medic	Winn-Dixie Stores, Inc.	U.S.	Serial No. 78/756,064 Reg. No. 3,154,063	Filing Date 11/17/2005 Reg. Date 10/10/2006
Medic	Winn-Dixie Stores, Inc.	U.S.	Serial No. 73/020,112 Reg. No. 1,033,562	Filing Date 4/29/1974 Reg. Date 2/17/1976
Naturite	Winn-Dixie Stores, Inc.	U.S.	Serial No. 73/484,165	Filing Date 6/8/1984

Trademark	Owner	Jurisdiction	Serial/ Registration No.	Filing/Registration Date
			Reg. No. 1,372,090	Reg. Date 11/26/1985
Prestige	Winn-Dixie Stores, Inc.	U.S.	Serial No. 77/024,942 Reg. No. 3,235,764	Filing Date 10/19/2006 Reg. Date 5/1/2007
Prestigio	Winn-Dixie Stores, Inc.	U.S.	Serial No. 74/356,506 Reg. No. 1,798,004	Filing Date 2/8/1993 Reg. Date 10/12/1993
Pump and Save	Winn-Dixie Stores, Inc.	U.S.	Serial No. 74/634,038 Reg. No. 1,976,148	Filing Date 2/14/1995 Reg. Date 5/28/1996
Satinskin	Winn-Dixie Stores, Inc.	U.S.	Serial No. 72/111,483 Reg. No. 725,667	Filing Date 1/9/1961 Reg. Date 12/26/1961
The Beef People	Winn-Dixie Stores, Inc.	U.S.	Serial No. 78/632,841 Reg. No. 3,092,917	Filing Date 5/18/2005 Reg. Date 5/16/2006
The Meat People	Winn-Dixie Stores, Inc.	U.S.	Serial No. 73/210,935 Reg. No. 1,173,469	Filing Date 4/10/1979 Reg. Date 10/13/1981
Thrifty Maid	Winn-Dixie Stores, Inc.	U.S.	Serial No. 73/013,599 Reg. No. 1,005,887	Filing Date 2/15/1974 Reg. Date 3/4/1975
Thrifty Maid	Winn-Dixie Stores, Inc.	U.S.	Serial No. 71/663,887	Filing Date 4/5/1954

Trademark	Owner	Jurisdiction	Serial/ Registration No.	Filing/Registration Date
			Reg. No. 626,317	Reg. Date 5/1/1956
WD	Winn-Dixie Stores, Inc.	U.S.	Serial No. 72/162,802 Reg. No. 766,018	Filing Date 2/14/1963 Reg. Date 3/3/1964
Winn Dixie W D	Winn-Dixie Stores, Inc.	U.S.	Serial No. 73/005,747 Reg. No. 1,003,097	Filing Date 11/7/1973 Reg. Date 1/28/1975
Winn W D Dixie	Winn-Dixie Stores, Inc.	U.S.	Serial No. 78/465,423 Reg. No. 3,167,418	Filing Date 8/11/2004 Reg. Date 11/7/2006
U.S. Federal Applications				
Double Play	Winn-Dixie Stores, Inc.	U.S.	Serial No. 85/266,172	Filing Date 3/14/2011
MAKE A MEAL	Winn-Dixie Stores, Inc.	U.S.	Serial No. 85/266,165	Filing Date 3/14/2011
WHAT-A-DEAL Saving you money on the things you need most	Winn-Dixie Stores, Inc.	U.S.	Serial No. 85/266,118	Filing Date 3/14/2011
Your Neighborhood Butcher	Winn-Dixie Stores, Inc.	U.S.	Serial No. 85/266,152	Filing Date 3/14/2011