

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM467153

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WELLS FARGO BANK, NATIONAL ASSOCIATION, as Original Trustee		03/26/2018	Bank:

## RECEIVING PARTY DATA

<b>Name:</b>	Wilmington Savings Fund Society, FSB
<b>Street Address:</b>	500 Delaware Avenue
<b>City:</b>	Wilmington
<b>State/Country:</b>	DELAWARE
<b>Postal Code:</b>	19801
<b>Entity Type:</b>	Bank: UNITED STATES

## PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	2069264	APPLE WHEELS
Registration Number:	0308792	CREOLE
Registration Number:	1247238	DANO'S
Registration Number:	3235761	DIXIE DARLING
Registration Number:	3304487	ENDLESS CHEESABILITIES
Registration Number:	0783748	FISCHER'S
Registration Number:	3235763	FISHERMAN'S WHARF
Registration Number:	1312772	FISHERMAN'S WHARF
Registration Number:	2069265	FRUIT WHEELS
Registration Number:	3266557	HICKORY SWEET
Registration Number:	1989018	KOUNTRY FRESH
Registration Number:	3154063	MEDIC
Registration Number:	1033562	MEDIC
Registration Number:	1372090	NATURITE
Registration Number:	3235764	PRESTIGE
Registration Number:	1798004	PRESTIGIO
Registration Number:	1976148	PUMP AND SAVE

CH \$740.00 2069264

Property Type	Number	Word Mark
Registration Number:	0725667	SATINSKIN
Registration Number:	3092917	THE BEEF PEOPLE
Registration Number:	1173469	THE MEAT PEOPLE
Registration Number:	1005887	THRIFTY MAID
Registration Number:	0626317	THRIFTY MAID
Registration Number:	0766018	WD
Registration Number:	1003097	WINN DIXIE W D
Registration Number:	3167418	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:** 2147467777

*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:** 214.746.8250

**Email:** juan.arias@weil.com

**Correspondent Name:** Brendan Conley

**Address Line 1:** Weil, Gotshal & Manges LLP

**Address Line 2:** 200 Crescent Court, Suite 300

**Address Line 4:** Dallas, TEXAS 75201-6950

**ATTORNEY DOCKET NUMBER:** Brendan Conley-75197.0003

**NAME OF SUBMITTER:** Brendan Conley

**SIGNATURE:** /Brendan Conley/

**DATE SIGNED:** 03/26/2018

**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 March 26, 2018 is made by (i) Wells Fargo Bank, National Association, as original trustee and collateral agent (the “*Original Trustee*”) under the Indenture (as defined below), (ii) Wilmington Savings Fund Society, FSB, as successor trustee and collateral agent (the “*New Trustee*”) under that certain Indenture, dated as of February 3, 2011, by and between the issuers named therein and Original Trustee (as supplemented by the Supplemental Indenture dated as of March 9, 2012, the Second Supplemental Indenture dated as of October 15, 2012 and the Third Supplemental Indenture dated as of May 24, 2013, the “*Indenture*”) and (iii) the Persons listed on the signature pages hereof as grantors (each a “*Grantor*” and collectively, the “*Grantors*”).

WHEREAS, the Grantor and the Original Trustee have entered into that certain Security Agreement dated as of February 3, 2011 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”);

WHEREAS, the 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 was recorded at the United States Patent and Trademark Office (“*USPTO*”) at reel 4735 frame 0122;

WHEREAS, pursuant to the Original IP Security Agreement, the Original Trustee, as the prior collateral agent, was granted or otherwise acquired a security interest in the 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, pursuant to that certain Agreement of Resignation, Appointment and Acceptance, the New Trustee has acquired all of the Original Trustee’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 Trustee, the New Trustee and the Grantor 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 Trustee hereby assigns, transfers and conveys to the New Trustee 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 Trustee hereby accepts the foregoing assignment.

Section 3 Security Agreement. The Security Interest assigned to the New Trustee as the new collateral agent for the Senior Secured Note Claimholders pursuant to this Assignment, has been granted in conjunction with the security interest granted pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the New Trustee 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.


Section 7 No Representation. The Original Trustee gives this Assignment without any recourse, representation or warranty.

*[Rest of Page Intentionally Left Blank]*

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.

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Original Trustee

By:

  
Name: James R. Lewis  
Title: Vice President

ACCEPTED AND AGREED  
as of the date first above written:

WILMINGTON SAVINGS FUND SOCIETY, FSB,  
as New Trustee

By:

Name:

Title:



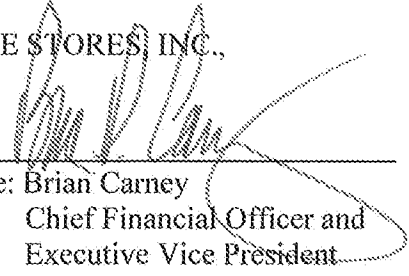
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**Geoffrey J. Lewis**  
**Vice President**

ACCEPTED AND AGREED  
as of the date first above written:

WINN-DIXIE STORES, INC.,  
as Grantor

By:



\_\_\_\_\_  
Name: Brian Carney  
Title: Chief Financial Officer and  
Executive Vice President

Schedule A



1. Owned Registered Marks and Applications:

<b>Trademark</b>	<b>Owner</b>	<b>Jurisdiction</b>	<b>Serial/ Registration No.</b>	<b>Filing/Registration Date</b>
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 Reg. No. 783,748	Filing Date 6/26/1962 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.	Filing Date 6/17/1994 Reg. Date

Trademark	Owner	Jurisdiction	Serial/ Registration No.	Filing/Registration Date
			1,989,018	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 Reg. No. 1,372,090	Filing Date 6/8/1984 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 Reg. No. 626,317	Filing Date 4/5/1954 Reg. Date 5/1/1956
WD	Winn-Dixie Stores, Inc.	U.S.	Serial No. 72/162,802	Filing Date 2/14/1963

<b>Trademark</b>	<b>Owner</b>	<b>Jurisdiction</b>	<b>Serial/ Registration No.</b>	<b>Filing/Registration Date</b>
			Reg. No. 766,018	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
<b>U.S. Federal Applications</b>				
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