

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| Clemens Markets, Inc. | 10/23/2006 |
| RECEIVING PARTY DATA | |
| Name: | Giant Food Stores, LLC |
| Street Address: | 1149 Harrisburg Pike |
| City: | Carlisle |
| State/Country: | PENNSYLVANIA |
| Postal Code: | 17103 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Patent Number: | 5630468 |
| CORRESPONDENCE DATA | |
| Fax Number: | (717)237-5300 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
| Phone: | (717)232-8000 |
| Email: | patents@mwn.com |
| Correspondent Name: | Theodore R. West |
| Address Line 1: | McNees Wallace & Nurick LLC |
| Address Line 2: | 100 Pine St.; P.O. Box 1166 |
| Address Line 4: | Harrisburg, PENNSYLVANIA 17108-1166 |
| ATTORNEY DOCKET NUMBER: | 01332-0557 (TRW) |
| NAME OF SUBMITTER: | Theodore R. West |

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Total Attachments: 4
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ASSIGNMENT OF U.S. PATENT

THIS ASSIGNMENT OF U.S. PATENT made this 23rd day of October, 2006, but effective as of October 22, 2006, at 12:01 a.m., by Clemens Markets, Inc., a Pennsylvania corporation with its principal place of business at 1555 Bustard Road, Kulpsville, Pennsylvania 19443 (“Assignor”), to Giant Food Stores, LLC, a Delaware limited liability company with its principal place of business at 1149 Harrisburg Pike, Carlisle, PA 17103 (“Assignee”).

RECITAL

Assignee and Assignor are parties to an Asset Purchase Agreement among Assignor, Assignee, foodsource, LLC, a Pennsylvania limited liability company, Clem-Del, Inc., a Delaware corporation and Clem-Ship, LLC, a Pennsylvania limited liability company, dated September 5, 2006, as amended (the “Purchase Agreement”), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor, among other things, the U.S. Patent identified in Schedule A attached hereto and incorporated herein by reference (the “Patent”). Pursuant to the Purchase Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, the Patent.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor’s right, title and interest in, to and under the Patent.

NOW, THEREFORE, Assignor, for and in exchange for \$1.00 and good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor’s right, title and interest in, to and under the Patent and the invention covered thereby, including all priority rights, and any and all continuations, divisions, continuations-in-part, extensions, reexaminations, and reissues thereof, together with all rights, interests and obligations running toward or granted to Assignor under any previously executed assignment agreements between the inventor of the invention embodied in the Patent, together with all claims and demands Assignor may have, at law or in equity, whether presently known, unknown, accrued or to accrue, arising out of past or present infringement of the Patent, including the right to assert and recover all claims for damages and other compensation for any matter related to the Patent, the same to be held and enjoyed by the Assignee, its successors and assigns, from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the Assignor had this Assignment of U.S. Patent not been made.

Assignor hereby agrees to execute all documents required by the United States Patent and Trademark Office (“USPTO”) and any foreign patent office, and to assist Assignee in obtaining any necessary signatures from inventors and any prior assignees as required by the USPTO and any foreign patent office, as necessary to carry out the intent and purpose of this Assignment of U.S. Patent. Assignor hereby further grants Assignee a Power of Attorney, as well as the Right to Inspect, relating to the prosecution, maintenance, and recording of the Patent and this Assignment of U.S. Patent before the USPTO and any foreign patent offices.

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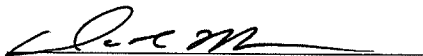
Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of U.S. Patent shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of U.S. Patent as of the date first above written.


Attest:

Clemens Markets, Inc.

By:


Douglas Moyer, Secretary

By:


Mark K. Batenic, Sr. Vice President

[CORPORATE SEAL]

Commonwealth of Pennsylvania

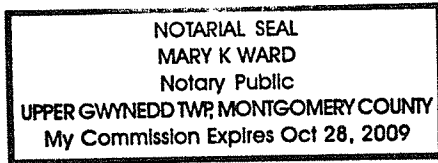
ss.:

County of Montgomery

On this 23 day of Oct, 2009, before me, a notary public for the commonwealth and county aforesaid, personally appeared Mark K. Batenic, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he is the Sr. Vice President of Clemens Markets, Inc., a Pennsylvania corporation, and that he executed the same in his authorized capacity and that by his signature on the instrument the entity, on behalf of which such person acted, executed the instrument.

Witness my hand and official seal.


Notary Public



SCHEDULE A

REGISTERED U.S. PATENT

| <u>Patent</u> | <u>U.S. Registration No.</u> | <u>Registration Date</u> |
|---|------------------------------|--------------------------|
| Salad bar unit with refrigerated overhead storage cabinet | 5,630,468 | May 20, 1997 |

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LN1 248048v1 10/23/06

RECORDED: 11/14/2006

PATENT
REEL: 018505 FRAME: 0981