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FORM PTO-1594 (Rev. 6-93)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY OMB No. 0651-0011 (exp. 4/94)

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

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To the Commissioner of Fatents and Trademarks: Please record	Name and address of receiving party(ies):				
Name of conveying party(ies):	T' LIGHTO WIR MANAGED OF FRANKLING Land ()				
Fleming Companies, Inc.	SUPERVALU Holdings, Inc. 11840 Valley View Road Eden Prairie, MN 55440				
Individuals General Partnership Corporation-State of Oklahoma Other:					
Additional name(s) of conveying party(ies) attached? Yes No					
3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other:	Individual(s) citizenship General Partnership Corporation-State of Missouri Other:				
Execution Date: September 13, 2003	If assignee is not domicited in the United States, a domestic representative designation is attached: \[\sum \text{Yes} \sum \text{No} \] (Designations must be separate document from Assignment)				
	Additional name(s) & address(es) attached? Yes No				
4. Application number(s) or trademark number(s):	Contribution control to man about a				
	B. Trademark Reg. No.(s)/Mark(s)				
A. Trademark Application No.(s)/ Mark(s)	B. Trademark Reg. 190.(3)/Wate(3)				
	1,850,830				
druur IcnoiribbA	urs attached? Yes No (1)				
5 Name and address of party to whom correspondence	6. Total number of applications and trademarks involved: One (1)				
concerning document should be mailed:	7. Total fee (37 CFR 3.41): \$40.00				
Name: Scott W. Johnston Address: MERCHANT & GOULD P.C.	Enclosed				
Address: MERCHANT & GOULD P.C. P.O. Box 2910	Authorized to be charged to deposit account				
Minneapolis, MN 55402-0910	8. Please charge any additional fees or credit any				
	overpayments to our Deposit account number: 13-2725				
DO NOT USE THIS SPACE					
9. Statement and signature:					
To the best of my knowledge and belief, the foregoing info original document.	rmation is true and correct and any attached copy is a true copy of the				
Scott W. Johnston	October 30, 2003				
Name of Person Signing	Signature Date				
Name of Telson organize					
Total number of pages including cover sheet, and document: Five (5)					
Do not detach this parties					

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services Director of the United States Patent and Trademark Office P.O. Box 1450

Alexandeia, VA 22313-1450

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of information systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Puperwork Reduction Project (0651-0011), Washington, D.C. 20503.

ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY, dated as of September 13, 2003 (this "Assignment") by Fleming Companies, Inc., an Oklahoma corporation ("Assignor"), in favor of SUPERVALU Holdings, Inc., a Missouri corporation ("Assignee") with its principal place of business at 11840 Valley View Road, Eden Prairie, MN 55440.

WITNESSETH

WHEREAS, Assignor and C&S Acquisition LLC ("C&S") are among the parties to that certain Asset Purchase Agreement, dated as of July 7, 2003 (the "Agreement"), pursuant to which Assignor has agreed to sell, assign, transfer and deliver to C&S (or its designee) and C&S has agreed to (or to have its designee) purchase, acquire and take assignment and delivery of the Acquired Assets (as defined in the Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and deliver to Assignee all of Assignor's and its Affiliates' (as defined in the Agreement) right, title, and interest in and to:

All trademark registrations and applications set forth on <u>Attachment I</u>, all goodwill associated therewith, and rights to sue for past Infringement (as defined in the Agreement) thereof, and all rights corresponding to the foregoing throughout the world.

Assignor further agree, without further consideration, to cause to be performed such lawful acts and to execute such further assignments and other lawful documents as Assignee may reasonably request to effectuate fully this Assignment.

TRADEMARK REEL: 002740 FRAME: 0569

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IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed by the signature of its duly authorized officer as of the date above first written.

ASSIGNOR:

Fleming Companies, Inc.

Acknowledged and Accepted:

ASSIGNEE:

Title:VICE PRESIDENT

STATE OF)) SS.			
COUNTY OF)			•
I, a not certify that for Fleming Companion person and acknowled free and voluntary act authority granted to his purposes therein set for	personates, Inc., an Oklahon ged that (s)he signed and as the free and m/her by the board	ally known to m na corporation, a d the above and d voluntary act	foregoing instrument of said corporation j	d signatory this day in t as his/her pursuant to
IN WI'this [] day of Augu		F, I have hereun	to set my hand and n	otarial seal
		Notar	y Public	ىر_
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ATTACHMENT I TO ASSIGNMENT OF INTELLECTUAL PROPERTY Trademarks

Legal Entity	Mark	Туре	Registration
Elemine Companies, Inc.	SENTRY	Federal	1,850,830

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¹ Concurrent use restrictions on file with PTO.