FORM PTO-1594 (Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMEN'T OF COMMERCE Patent and Trademark Office

M&G_ <u>8442,115US01</u>			
To the Commissioner of Patents and Trademarks: Flease record	the attached original documents or o	copy thereof.	
1. Name of conveying party(ies):	2. Name and address of receiving p	party(les):	
Fleming Companies, Inc.	SUPERVALU Holdings, Inc. 11840 Valley View Road Eden Prairic, MN 55440		
Individuals General Partnership Corporation-State of Oklahoma Other:			
Additional name(s) of conveying party(ics) 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:	Association Limited Partnership	
Execution Date: September 13, 2003	If assignee is not domiciled in the United States, a domestic representative designation is attached:		
	☐ Yes ☐ (Designations must be separate document from As	No ssignment)	
	(SCAGARAGE MASS OF SEPARATE SECTION SE		
	Additional name(s) & aridress(es) attached?	Yes 🗵 No	
4. Application number(s) or trademark number(s):			
A. Trademark Application No.(s)/ Mark(s)	B. Trademark Reg. N	o.(s)/Mark(s)	
	2,688,438		
	_,,		
Additional numbers anached? ☐ Yes ☐ No			
5. Name and address of party to whom correspondence	6. Total number of applications ar	nd trademarks involved: One (1)	
concerning document should be mailed:	1		
Name: Scott W. Johnston	7. Total fee (37 CFR 3.41):	\$40.00	
Address: MERCHANT & GOULD P.C. P.O. Box 2910	Authorized to be charg	ged to deposit account	
Minneapolis, MN 55402-0910	0 707 1 2 3 3 3 4 5 1 5 1		
	Please charge any additional feroverpayments to our Deposit actions	es of credit any ecount number: 13-2725	
DO NOT USE THIS SPACE			
	JIE TINGBINEE		
9. Statement and signature:			
To the best of my knowledge and belief, the foregoing infor	mation is true and correct and any at	tached copy is a true copy of the	
original document.			
Scott W. Johnston		October 30, 2003	
Name of Person Signing	Signature	Date	
<i>'</i>	Total number of pages including	cover sheet, attachments, and document: Five (5)	

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

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

Do not detach this portion

Alexandrix, VA 22313-1450

Public burden reporting for this sample cover sheet is extimated 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, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

> **TRADEMARK REEL: 002740 FRAME: 0631**

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: 0632

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:

purposes therein set forth.

L a notary public, in and for the county and state aforesaid, do hereber certify that Seener personally known to me to be the authorized signator for Fleming Companies, Inc., an Oklahoma corporation, appeared before me this day person and acknowledged that (s)he signed the above and foregoing instrument as his/h	STATE OF)) SS.
certify that <u>Seener</u> personally known to me to be the authorized signator for Fleming Companies, Inc., an Oklahoma corporation, appeared before me this day	COUNTY OF)
free and voluntary act and as the free and voluntary act of said corporation pursuant	for Fleming Companies, Inc., person and acknowledged that	personally known to me to be the authorized signatory an Oklahoma corporation, appeared before me this day in t (s)he signed the above and foregoing instrument as his/her

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this [] day of August, 2003.

authority granted to him/her by the board of directors of said corporation for the uses and

My commission expires: _____

EDWARD ZELTSER NOTARY PUBLIC, State of New York No. 01ZE6080452 Qualified in New York County Commission Expires Sept. 16, 2006