

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Canadian Imperial Bank of Commerce		03/03/2004	Charter Bank under the laws of Canada: CANADA

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Winn-Dixie Stores, Inc.
<b>Street Address:</b>	5050 Edgewood Court
<b>City:</b>	Jacksonville
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	32254
<b>Entity Type:</b>	CORPORATION: FLORIDA

<b>PROPERTY NUMBERS Total: 2</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	2553443	MARKETPLACE BANK
Registration Number:	2707768	MARKETPLACE BANK

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(904)783-5138
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	904/783-5058
<b>Email:</b>	benitakichler@winn-dixie.com
<b>Correspondent Name:</b>	Benita Kichler, Esq.
<b>Address Line 1:</b>	5050 Edgewood Court
<b>Address Line 2:</b>	Legal Dept.
<b>Address Line 4:</b>	Jacksonville, FLORIDA 32254

<b>ATTORNEY DOCKET NUMBER:</b>	MARKETPLACE BANK
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<b>NAME OF SUBMITTER:</b>	Benita Kichler
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Total Attachments: 3  
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## ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Agreement") is made as of the 3rd day of March, 2004 (the "Effective Date"), by Canadian Imperial Bank of Commerce, a Charter bank under the laws of Canada, with an office at 245 Park Avenue, New York, NY 10167 ("Assignor"), to Winn-Dixie Stores, Inc., with its principal place of business at 5050 Edgewood Court, Jacksonville, Florida 32254 ("Assignee").

WHEREAS, Assignor is the owner of the trademarks listed on Exhibit A (together the "Trademarks"); and

WHEREAS, Assignor has agreed to assign the Trademarks to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, transfers and conveys to Assignee, all of Assignor's worldwide right, title and interest in, to and under the Trademarks, including any trademark applications and registrations filed for such Trademarks in any jurisdiction, free and clear of liens or encumbrances, together with the goodwill of the business symbolized by and associated with the Trademarks, any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect, and all rights to sue for past, present and future infringement of the Trademarks, whether arising prior to or subsequent to the Effective Date, the same to be held and enjoyed by 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 Assignor had this Agreement not been made.

Assignor hereby covenants that it has the right to convey the entire interest herein assigned and that it has not executed, and will not execute, any agreement in conflict herewith and has not conveyed, and will not convey, other than to Assignee, any rights in the Trademarks to any third party. Assignor further agrees that it shall not further use the Trademarks nor any mark confusingly similar thereto. Assignor hereby authorizes the Commissioner of Patents and Trademarks (and the equivalent authority in foreign trademark offices) to transfer all applications and registrations for the Trademarks currently in the name of Assignor to Assignee as assignee of the entire right, title and interest therein, or otherwise as Assignee may direct, in accordance with this instrument of assignment.

Assignor hereby further agrees and covenants that it, or its legal representatives and assigns, as the case may be, shall execute such other instruments as the Assignee may reasonably request in order to perfect the assignment to Assignee, and to fully vest in Assignee, all rights in the Trademarks, and shall testify in any interference or other litigation or legal proceeding when requested so to do.

Except to the extent that United States federal law preempts state law with respect to the matters covered hereby, this Agreement shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to the principles of conflicts of laws thereof.



**EXHIBIT A**

MARKETPLACE BANK

**Registrations and Applications**

MARKETPLACE BANK (words and design) Registration Number 2,553,443

MARKETPLACE BANK (words only) Registration Number 2,707,768  
(formerly Application Serial Number 76-266,855)