P \$140,00 3279996

TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Supervalu Holdings, Inc.		05/20/2010	CORPORATION: MISSOURI

RECEIVING PARTY DATA

Name:	Remke Markets Incorporated	
Street Address:	1299 Cox Avenue	
City:	Erlanger	
State/Country:	KENTUCKY	
Postal Code:	41018	
Entity Type:	CORPORATION: KENTUCKY	

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3279996	BIGG'S
Registration Number:	1573957	BIGG'S
Registration Number:	1572550	BIGG'S
Registration Number:	3291817	BIGG'S DELI ON DEMAND
Registration Number:	2917256	BIGG'S PHARMACY

CORRESPONDENCE DATA

Fax Number: (513)241-4551

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 5132414110

Email: ahartman@dbllaw.com

Correspondent Name: Alan J. Hartman
Address Line 1: 441 Vine Street
Address Line 2: Suite 3500

Address Line 4: Cincinnati, OHIO 45202

NAME OF SUBMITTER: Alan J. Hartman

TRADEMARK

900167814 REEL: 004248 FRAME: 0117

Signature:	/alan j hartman/		
Date:	07/26/2010		
Total Attachments: 4 source=Deed of Assignment#page1.tif source=Deed of Assignment#page2.tif source=Deed of Assignment#page3.tif source=Deed of Assignment#page4.tif			

TRADEMARK DEED OF ASSIGNMENT

Reference is made to the Asset Purchase Agreement (the "Agreement"), and all the definitions contained therein, dated the <u>Lott</u> day of <u>May</u>, 2010 between SUPERVALU INC. and SUPERVALU Holdings, Inc., and REMKE MARKETS INCORPORATED (hereinafter "Buyer").

Effective as of the Last Closing Date, SUPERVALU Holdings, Inc. (hereinafter "Seller") hereby sells, assigns, transfers and sets over to Buyer the entire right, title and interest of Seller in and to certain intellectual property rights consisting of the trade names, symbols, logos, service marks, trademarks, and other intellectual property rights (e.g., domain names) that include the "bigg's" name currently or historically used in connection with the sale, offering for sale, advertising, promotion, operation, and ownership of bigg's retail grocery stores and related goods consistent with past practices, as set forth on attached Schedule A (collectively, the "Trademarks"), together with the goodwill of the business in connection with which the Trademarks are used, and all registrations and applications therefore in the United States, including any renewals of the registrations that are or may be secured under the laws of the United States, now or hereafter in effect, for Buyer's own use and enjoyment, and for the use and enjoyment of Buyer's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Seller if the Agreement had not been made; together with all income, royalties or payments due or payable on the Last Closing Date or thereafter, including without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for or collect the same for Buyer's own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives.

Seller shall provide Buyer and its successors, assigns or other legal representatives, cooperation and assistance at Buyer's request and expense, including the execution and delivery of affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required: (i) in the preparation and prosecution of any applications for registration or any applications for renewal of a registration governing the Trademarks; (ii) in the prosecution or defense of any opposition, infringement or other proceedings that may arise in connection with the Trademarks, including testifying as to any facts relating to the Trademarks assigned herein and this Assignment; and (iii) in the implementation or perfection of this Assignment.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Assignment as of the date first above written.

SUPERVALU Holdings, Inc.

Name: John P. Breedlove PL

REMKE MARKETS INCORPORATED

By: William R. Rembe

Name: Title:

Schedule A

Schedule A

Trademark Owner

Application Application Registration Registration Next Renewal Due Date

Date No

BIGG'S

BIGG'S

SUPERVALU

78971723 Sep 11 2006 Holdings,

3279996 2007

Aug 14

Aug 14 2017

Classes Goods/Services

35

Retail liquor store services

BIGG'S

SUPERVALU Holdings,

73763378 Nov 14 1988

Dec 26 1573957 1989

Dec 26 2019

Classes Goods/Services

42

RETAIL GROCERY AND GENERAL

MERCHANDISE STORE SERVICES

SUPERVALU **BIGG'S**

Holdings,

73763368 Nov 14

1572550

Dec 19

Dec 19 2019

Inc. Classes

Goods/Services

42

RETAIL GROCERY AND GENERAL MERCHANDISE STORE SERVICES

BIGG'S DELI ON DEMAND

BIGG'S **DELION** SUPERVALU

Holdings,

78710203 Sep 9 2005

3291817

Sep 11 2007

Sep 11 2017

DEMAND Inc.

Classes Goods/Services

35

Retail delicatessen services

BIGG'S PHARMACY

BIGG'S PHARMACY Holdings,

SUPERVALU

78272663 Jul 10 2003

2917256

Jan 11 2005

Jan 11 2015

Classes

Goods/Services

Retail pharmacy services

TM Administrator 5 records - END OF REPORT

IPPO WebTMS: printed Mar 4 2010 21:32

<u>Domain Name</u>	Expires		Status
BIGGS.COM O	12/14/2010	0	Active
BIGGSFOOD.COM	8/11/2010	0	Active
BIGGSHYPER.COM D	5/14/2010		Active
BIGGSPHARMACIES COM	1/2/2011	0	Active
BIGGSPHARMACY.BIZ	1/1/2011	0	Active
BIGGSPHARMACY.COM	9/22/2010	Q.	Active

Discoversomethingbiggs.com

RECORDED: 07/26/2010

In addition to the above, the Trademarks includes all trademarks, trade names, service marks and other intellectual property rights (e.g., domain names) which include the term bigg's whether or not owned at common law or state or Federally registered with the U.S. Patent and Trademark Office, currently or historically used in connection with the sale, offering for sale, advertising, promotion, operation and ownership of bigg's retail grocery stores and related goods consistent with past practices.