

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM494718

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	CHANGE OF NAME		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SUPERVALU HOLDINGS, INC.		09/10/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SUPERVALU LICENSING LLC		
Street Address:	11840 Valley View Rd		
City:	EDEN PRAIRIE		
State/Country:	MINNESOTA		
Postal Code:	55344		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Serial Number:	76286974	CRESTWOOD BAKERY	
Serial Number:	76412256	CRESTWOOD BAKERY	
Serial Number:	78480726	CRESTWOOD BAKERY	
Serial Number:	72243313	F	
Serial Number:	76393963	FESTIVAL FOODS	
Serial Number:	76393962	FESTIVAL FOODS	
Serial Number:	74211325	FOODLAND	
Serial Number:	72164032	FOODLAND	
Serial Number:	72256732	FOODLAND	
Serial Number:	78266354	FOODLAND EXPRESSSS PAPA'S PEPPERONI ROLL	
Serial Number:	78205748	FOODLAND EXPRESSSSSS	
Serial Number:	77606585	FOODLAND FRESH	
Serial Number:	73140907	FOODLANE	
Serial Number:	77370616	MOM'S MEAT LOAF	
Serial Number:	74002863	SENTRY	
Serial Number:	78402870	SENTRY	
Serial Number:	73313529	SHOP 'N SAVE	
Serial Number:	78226732	SUPERVALU EXPRESS	
Serial Number:	74174541	THE MORE YOU SHOP THE MORE YOU SAVE	
TRADEMARK			

OP \$540.00 76286974

Property Type	Number	Word Mark
Serial Number:	75876464	TOT SPOT
Serial Number:	75021944	VILLAGE MARKET

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: iplegalteam@supervalu.com
Correspondent Name: SUPERVALU INC
Address Line 1: SUPERVALU INC, 11840 Valley View Rd
Address Line 4: EDEN PRAIRIE, MINNESOTA 55344

NAME OF SUBMITTER:	Jill Kane
SIGNATURE:	/Jill Kane/
DATE SIGNED:	10/19/2018

Total Attachments: 9

- source=SVU Trademark Assignment 2018.09.10 pt 1 (SUPERVALU Holdings, LLC) (KE v1)#page1.tif
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- source=SVU Trademark Assignment 2018.09.10 pt 1 (SUPERVALU Holdings, LLC) (KE v1)#page3.tif
- source=SVU Trademark Assignment 2018.09.10 pt 2 (SUPERVALU Wholesale Operations) (KE v1)#page1.tif
- source=SVU Trademark Assignment 2018.09.10 pt 2 (SUPERVALU Wholesale Operations) (KE v1)#page2.tif
- source=SVU Trademark Assignment 2018.09.10 pt 2 (SUPERVALU Wholesale Operations) (KE v1)#page3.tif
- source=SVU Trademark Assignment 2018.09.10 pt 3 (SUPERVALU Licensing) (KE v1)#page1.tif
- source=SVU Trademark Assignment 2018.09.10 pt 3 (SUPERVALU Licensing) (KE v1)#page2.tif
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this “**Agreement**”) is entered into as of 11:59 p.m. on September 10, 2018 (the “**Effective Time**”), by and between SUPERVALU Holdings, LLC, a Delaware limited liability company (“**Assignor**”), and SUPERVALU INC., a Delaware corporation (“**Assignee**”).

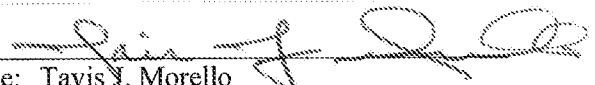
WHEREAS, Assignor, having its headquarters at 11840 Valley View Road, Eden Prairie, MN 55344, is the record owner of the United States trademarks and registrations listed in Appendix A; and

WHEREAS, Assignee, having its headquarters at 11840 Valley View Road, Eden Prairie, MN 55344, is desirous of acquiring all right, title, and interest in and to said registrations.

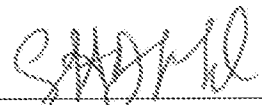
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has assigned and transferred, and by these presents does hereby assign and transfer unto Assignee, its successors or assigns, the entire right, title, and interest in and to said trademarks and said trademark registrations, together with the goodwill and other incidents of its business associated with or symbolized by said trademarks (the “**Assignment**”). The Parties intend that the Assignment be deemed effective as of the Effective Time. Notwithstanding the Effective Time, the Parties acknowledge that the documentation necessary to consummate the Assignment, for purposes of the United States Patent and Trademark Office (or similar foreign governmental authority), may be completed after the Effective Time.

[Signature Page Follows]

SUPERVALU HOLDINGS, LLC
a Delaware limited liability company

By: 
Name: Tavis J. Morello
Title: Vice President and Assistant Secretary

SUPERVALU INC.
a Delaware corporation

By: 
Name: Stuart D. McFarland
Title: Senior Vice President, General Counsel
and Corporate Secretary

APPENDIX A

TRADEMARK ASSIGNMENT

This Trademark Assignment (this “**Agreement**”) is entered into as of 11:59 p.m. on September 10, 2018 (the “**Effective Time**”), by and between SUPERVALU INC., a Delaware corporation (“**Assignor**”), and SUPERVALU Wholesale Operations, Inc., a Delaware corporation (“**Assignee**”).

WHEREAS, Assignor, having its headquarters at 11840 Valley View Road, Eden Prairie, MN 55344, is the record owner of the United States trademarks and registrations listed in Appendix A; and

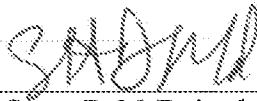
WHEREAS, Assignee, having its headquarters at 11840 Valley View Road, Eden Prairie, MN 55344, is desirous of acquiring all right, title, and interest in and to said registrations.

WHEREAS, the Assignment (as defined below) is part of a series of transactions and is conditioned on the consummation of, immediately preceding the Assignment, the occurrence of the following (the “**Conditions Precedent**”): the effectiveness of the transactions contemplated by (a) that certain Distribution Agreement, of even date herewith, by and between SUPERVALU Holdings, LLC, a Delaware limited liability company (as Distributor), and Assignor (as Distributee); and (b) that certain Trademark Assignment, of even date herewith, by and between SUPERVALU Holdings, LLC, a Delaware limited liability company (as Assignor) and Assignor (as Assignee).

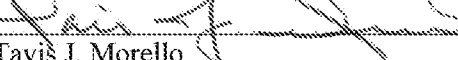
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has assigned and transferred, and by these presents does hereby assign and transfer unto Assignee, its successors or assigns, the entire right, title, and interest in and to said trademarks and said trademark registrations, together with the goodwill and other incidents of its business associated with or symbolized by said trademarks (the “**Assignment**”). The Parties intend that the Assignment be deemed effective as of the Effective Time and conditioned on the Conditions Precedent. Notwithstanding the Effective Time, the Parties acknowledge that the documentation necessary to consummate the Assignment, for purposes of the United States Patent and Trademark Office (or similar foreign governmental authority), may be completed after the Effective Time.

[Signature Page Follows]

SUPERVALU, INC.
a Delaware corporation

By: 
Name: Stuart D. McFarland
Title: Senior Vice President, General Counsel
and Corporate Secretary

**SUPERVALU WHOLESALE
OPERATIONS, INC.**
a Delaware corporation

By: 
Name: Tavis J. Morello
Title: Vice President and Assistant Secretary

APPENDIX A

TRADEMARK ASSIGNMENT

This Trademark Assignment (this “**Agreement**”) is entered into as of 11:59 p.m. on September 10, 2018 (the “**Effective Time**”), by and between SUPERVALU Wholesale Operations, Inc., a Delaware corporation (“**Assignor**”), and SUPERVALU Licensing, LLC, a Delaware limited liability company (“**Assignee**”).

WHEREAS, Assignor, having its headquarters at 11840 Valley View Road, Eden Prairie, MN 55344, is the record owner of the United States trademarks and registrations listed in Appendix A;

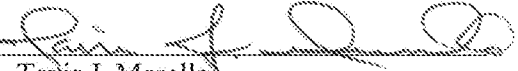
WHEREAS, Assignee, having its headquarters at 11840 Valley View Road, Eden Prairie, MN 55344, is desirous of acquiring all right, title, and interest in and to said registrations; and

WHEREAS, the Assignment (as defined below) is part of a series of transactions and is conditioned on the consummation of, immediately preceding the Assignment, the occurrence of the following (the “**Conditions Precedent**”): the effectiveness of the transactions contemplated by (a) that certain Contribution Agreement, of even date herewith, by and between SUPERVALU INC., a Delaware corporation (as Contributor), and Assignor (as Contributtee); and (b) that certain Trademark Assignment, of even date herewith, by and between SUPERVALU INC., a Delaware corporation (as Assignor) and Assignor (as Assignee).


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has assigned and transferred, and by these presents does hereby assign and transfer unto Assignee, its successors or assigns, the entire right, title, and interest in and to said trademarks and said trademark registrations, together with the goodwill and other incidents of its business associated with or symbolized by said trademarks (the “**Assignment**”). The Parties intend that the Assignment be deemed effective as of the Effective Time and conditioned on the Conditions Precedent. Notwithstanding the Effective Time, the Parties acknowledge that the documentation necessary to consummate the Assignment, for purposes of the United States Patent and Trademark Office (or similar foreign governmental authority), may be completed after the Effective Time.

[Signature Page Follows]

**SUPERVALU, WHOLESALE
OPERATIONS, INC.**
a Delaware corporation

By: 
Name: Tavis J. Morello
Title: Vice President and Assistant Secretary

SUPERVALU LICENSING, LLC
a Delaware limited liability company

By: 
Name: Tavis J. Morello
Title: Vice President and Assistant Secretary

APPENDIX A