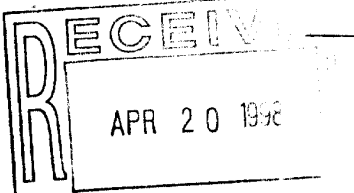


4-20-98

FORM PTO-1618A
Expires 3/30/99
OMB 0651-0027

RE



U.S. Department of Commerce
Patent and Trademark Office

07-30-1998



100780436

RECORDATION FORM COVER
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
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Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger
 - Change of Name
 - Other Trademark Termination Agreement
- Effective Date
Month Day Year
3 11 98

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year
3 11 98

- Formerly
- Individual General Partnership Limited Partnership Corporation Association
 - Other
 - Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

- Individual General Partnership Limited Partnership Association
- Corporation
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

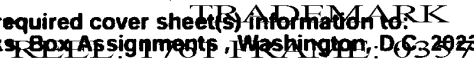
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05/18/1998 06:41:16 00000104 102305 71058400

01 FC 403
02 FC 402

Public burden reporting for this collection of information is estimated to average approximately 20 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231



MED 7-28-98

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="74658486"/>	<input type="text" value="75708906"/>	<input type="text" value="75285940"/>	<input type="text" value="2068338"/>	<input type="text" value="1978081"/>	<input type="text" value="1940003"/>
<input type="text" value="75285941"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2055846"/>	<input type="text" value="1966330"/>	<input type="text" value="1966331"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1903679"/>	<input type="text" value="1912729"/>	<input type="text" value="1804062"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Erica D. Mitchell

April 17, 1998

Name of Person Signing

Signature

Date Signed

TRADEMARK TERMINATION AGREEMENT

WHEREAS, Ralphs Grocery Company ("**Assignor**"), has entered into (i) a Trademark Collateral Security Agreement dated as of April 17, 1995 in favor of Bankers Trust Company, as agent ("**Assignee**"), for Lenders named in that certain Amended and Restated Credit Agreement by and among such Assignor, Assignee and Lenders dated as of April 17, 1995 (the "**Assignments**"), which Assignments are recorded in the register of the United States Patent and Trademark Office; and

WHEREAS, the Assignments by their terms granted to Assignee a security interest in certain registered trademarks listed in Schedule A to this Agreement the ("**Trademarks**");

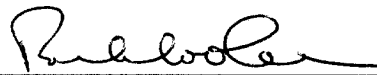
WHEREAS, the Assignors have paid in full the obligations for which the security interest in the Trademarks was granted.

NOW, THEREFORE, the parties hereto agree as follows:

1. Assignee hereby releases to Assignors the security interests in the Trademarks as granted to Assignee under the Assignments and hereby agrees that any Assignments recorded on the register of the United States Patent and Trademark Office shall be terminated for all purposes. Assignee hereby authorizes Assignors to file this Trademark Termination Agreement and such other documents with the United States Patent and Trademark Office as may be necessary to terminate the Assignment from the register of the United States Patent and Trademark office.
2. Each party hereto agrees that it will from time to time on or after the date hereof promptly do, execute, acknowledge and deliver and will cause to be done, executed, acknowledged and delivered, all such further acts, conveyances, powers of attorney, assurances and other documents as may be requested by any other party hereto as may be necessary to terminate the Assignments from the register of the United States Patent and Trademark Office.

IN WITNESS WHEREOF the parties hereto by the signature below of their duly authorized representatives agree to be bound by the provisions of this Agreement as of the date first written above.

RALPHS GROCERY COMPANY

By: 
Title: Senior Vice President

BANKERS TRUST COMPANY, as Agent

By: 
Title: Vice President

SCHEDULE A
TO
TRADEMARK TERMINATION AGREEMENT

<u>REGISTERED OWNER</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
Ralph's Grocery Company	2068338	June 10, 1997
Ralph's Grocery Company	1978081	June 4, 1996
Ralph's Grocery Company	1940003	December 5, 1995
Ralph's Grocery Company	2055846	October 6, 1994
Ralph's Grocery Company	1966330	April 9, 1996
Ralph's Grocery Company	1966331	April 9, 1996
Ralph's Grocery Company	1903679	July 4, 1995
Ralph's Grocery Company	1912729	August 15, 1995
Ralph's Grocery Company	1804062	November 16, 1993

<u>APPLICANT</u>	<u>APPLICATION NO.</u>	<u>FILING DATE</u>
Ralph's Grocery Company	74-658486	March 31, 1995
Ralph's Grocery Company	75-708906	N/A
Ralph's Grocery Company	75-285940	May 5, 1997
Ralph's Grocery Company	75-285941	May 5, 1997