

09-28-1999

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Tab settings    ▼

To the Honorable Commissioner

101157016

are attached original documents or copy thereof.

1. Name of conveying party(ies):  
GIANT EAGLE, INC.

**MB**  
**9-24-99**

2. Name and address of receiving party(ies)

Name: PHOENIX INTANGIBLES HOLDING COMPANY

Internal Address: 919 North Market Street

Street Address: 2nd Floor

City: Wilmington State: DE ZIP: 19801

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State Delaware

Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached?  Yes  No

- Individual(s)
- General Partnership
- Corporation-State Pennsylvania
- Other

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: June 27, 1999

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

See Attached Exhibit A - I. B.

B. Trademark Registration No.(s)

See Attached Exhibit A - I. A.

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: DAVID V. RADACK, ESQUIRE

Internal Address: Eckert Seamans

Cherin & Mellott, LLC

Street Address: 600 Grant Street

44th Floor

City: Pittsburgh State: PA ZIP: 15219

6. Total number of applications and registrations involved: 92

7. Total fee (37 CFR 3.41).....\$ 2,315.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

02-2556

(Attach duplicate copy of this page if paying by deposit account)

09/27/1999 DNGUYEN 00000185 022556 1287433

DO NOT USE THIS SPACE

01 FC:481 40.00 CH  
02 FC:482 2275.00 CH

9. 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.

David V. Radack

Name of Person Signing

Signature

September 23, 1999

Date

9

Total number of pages including cover sheet, attachments, and document:

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

Commissioner of Patents & Trademarks, Box Assignments

Washington, D.C. 20231

TRADEMARK

REEL: 001960 FRAME: 0458

**EXHIBIT A**

**LIST OF ASSIGNED ASSETS**

All right, title and interest in and to the marks listed on the attachment hereto.

# EXHIBIT A

## I. GIANT EAGLE MARKS

### A. FEDERALLY REGISTERED TRADEMARKS

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
GIANT EAGLE	1,287,433	07/24/1984
VALU DRUGS & Design	1,297,072	09/18/1984
GIANT EAGLE & Design	1,298,171	09/25/1984
RX GIANT EAGLE PHARMACY & Design	1,323,818	03/05/1985
VALU KING SUPERMARKETS	1,343,587	06/18/1985
LA PATISSERIE & Design	1,614,371	09/18/1990
MISCELLANEOUS DESIGN	1,667,957	12/10/1991
A LOT YOU CAN FEEL GOOD ABOUT	1,689,420	05/26/1992
IGGLE & Design	1,699,504	07/07/1992
EAGLE EASE	1,839,614	06/14/1994
VALU KING SUPERMARKETS MEANS VALUE PRICING	1,850,990	08/23/1994
FE FI FO FUM	1,862,096	11/08/1994
AUNT MARTHA'S	1,875,455	01/24/1995
FE FI FO FUM HERE WE COME!	1,880,160	02/21/1995
HEALTHY TOUCH MENU COLLECTION	1,889,019	04/11/1995
OLIVES D'AQUILA	1,940,970	12/12/1995
GIANT EAGLE ADVANTAGE CARD	1,949,612	01/16/1996
PIZZA DI CASA	1,980,381	06/18/1996
SUNRISE BAGELS!	1,997,474	08/27/1996
EAGLE VALLEY	2,015,259	11/12/1996
HEALTHY CONNECTIONS	2,017,217	11/19/1996
THE BUTCHER, THE BAKER, THE SANDWICH MAKER	2,021,864	12/10/1996
AUNT MARTHA'S & Design	2,036,841	02/11/1997
FARMERS MARKET & Design	2,049,764	04/01/1997
BRUNCHERS	2,053,565	04/15/1997
PET CARE STATION	2,060,175	05/06/1997
DESIGN (Eagle Valley Logo)	2,064,752	05/27/1997
PRO SERIES	2,076,530	07/01/1997
PICK A CARD....ANY CARD	2,089,826	08/19/1997
ATLANTIC HARBOR TRADING COMPANY	2,092,038	08/26/1997
THE CARD PARTY EXCLUSIVELY AT GIANT EAGLE	2,104,135	10/07/1997
CHICKEN MEALTIME CHOICES	2,109,223	10/28/1997
PRO SERIES	2,120,163	12/09/1997
ATLANTIC HARBOR TRADING COMPANY	2,136,981	02/17/1998
GIANT EAGLE	2,140,775	03/03/1998
GIANT EAGLE & Design	2,140,776	03/03/1998

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
MEALTIME CHOICES	2,143,568	03/10/1998
PETAL EXPRESS	2,143,906	03/17/1998
AUNT MARTHA'S	2,150,400	04/14/1998
CALLING MADE SIMPLE	2,152,179	04/21/1998
GIANT EAGLE HEARTY MENU	2,198,483	10/20/1998
THE CARD PARTY	2,199,536	10/27/1998
SOUP THAT SATISFIES	2,202,946	11/10/1998
AUNT MARTHA'S and Design	2,215,735	01/05/1999
AUNT MARTHA'S	2,218,966	01/19/1999
GIANT EAGLE RUSTIC ITALIAN RECIPES	2,222,546	02/09/1999
RUSTIC ITALIAN RECIPES	2,228,511	03/02/1999
HEARTY MENU	2,232,127	03/16/1999
THE KITCHENS AT GIANT EAGLE	2,248,346	05/25/1999
TASTE THE TRADITION	2,250,554	06/01/1999

**B. FEDERAL TRADEMARK APPLICATIONS**

<u>MARK</u>	<u>APPLN. NO.</u>	<u>FILING DATE</u>
AUNT MARTHA'S & Design	75/288,267	05/07/1997
GET THE CRUNCH	75/340,954	08/14/1997
PROSERIES	75/411,886	12/29/1997
SOUPERS!	75/435,510	02/17/1998
THE KITCHENS AT GIANT EAGLE & Design	75/439,913	02/25/1998
RIVER CITY CHICKEN COMPANY	75/449,294	03/12/1998
RIVER CITY CHICKEN	75/451,317	03/16/1998
RIVER CITY SANDWICH STATION	75/451,319	03/16/1998
RIVER CITY CHICKEN COMPANY EXCLUSIVELY AT GIANT EAGLE & Design	75/455,896	03/24/1998
RCC & Design	75/456,143	03/24/1998
THE FAMOUS DELI	75/518,890	07/14/1998
THE FAMOUS DELI EXCLUSIVELY AT GIANT EAGLE	75/518,891	07/14/1998
ULTIMATE RISE	75/561,873	09/30/1998
GIANT EAGLE BABYSHOP & Design	75/577,781	10/29/1998
AUNT MARTHA'S & Design	75/626,725	01/25/1999
CRUNCHY RICE SQUARES	75/642,642	02/18/1999
WHEAT CRUNCH	75/643,677	02/18/1999
CRUNCHY CORN SQUARES	75/643,678	02/18/1999
CORN PUFFS	75/643,679	02/18/1999
HONEY BUTTONS	75/642,669	02/18/1999
PUFF PALS	75/642,673	02/18/1999
WISHING STARS	75/643,935	02/19/1999
CRINKLE PUFFS	75/644,291	02/19/1999
CRISPY DOUBLES	75/645,953	02/19/1999
GIFT GARDEN	75/658,070	03/11/1999
GIFT GARDEN & Design	75/658,071	03/11/1999
COCOA PALS	75/672,630	04/01/1999
CHIP MANIA	75/672,836	04/01/1999
PECAN GRANDS	75/672,973	04/01/1999
OOO's	75/672,974	04/01/1999
NATURE'S BASKET	75/673,341	04/01/1999
ABSOLUTE MINIMUM PRICING	75/678,369	04/09/1999
APPLE BLAST	75/699,808	05/04/1999
CONNECTING WITH YOU	75/723,525	06/08/1999
WE'VE GOT IT	75/724,280	06/08/1999
A TASTE OF VALUE	75/724,273	06/08/1999
CRUNCH PATROL	75/726,422	06/10/1999
SUN SPRAY	75/731,639	06/18/1999
GIANT STEPS	75/739,209	06/29/1999
LUNCH STAR	75/745,621	07/08/1999
PRO-POWER	75/745,690	07/08/1999
GOURMET SELECT	75/753,556	07/19/1999

C. STATE REGISTRATIONS

1. PENNSYLVANIA

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
THE GIFT GARDEN	2681366	02/27/1996
EAGLE'S NEST	2844997	10/15/1998
ABSOLUTE MINIMUM PRICING	1504350	04/02/1999

2. OHIO

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
EAGLE'S NEST	1042455	11/02/1998

## ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "Assignment") is made as of June 27, 1999, between GIANT EAGLE, INC., a Pennsylvania corporation (the "Assignor"), and PHOENIX INTANGIBLES HOLDING COMPANY, a Delaware corporation (the "Assignee").

### Preamble

The Assignor and Riser Foods Company, a Delaware corporation, together own all of the issued and outstanding shares of capital stock of the Assignee. The Assignor desires to assign to the Assignee, and the Assignee desires to acquire from the Assignor, the assets referenced in Exhibit A hereto (the "Assets"). Therefore, the parties hereto, intending to be legally bound hereby, agree as follows.


### Agreement

1. Assignment. In consideration of ninety-eight (98) shares of the Assignee's common stock and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby transfers, grants, conveys and assigns to the Assignee, and the Assignee hereby assumes, all of the Assignor's right, title and interest in, and obligations in, to and under, the Assets.

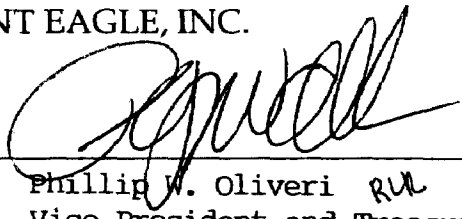
2. Assumption and Indemnification. In further consideration of the foregoing assignment by the Assignor, the Assignee hereby assumes, and agrees to pay, perform and discharge, and to indemnify and hold harmless the Assignor and its successors and assigns from and against all obligations and liabilities arising from or relating to the Assets that first accrue, or are to be performed or satisfied, on or after the date hereof, and for any failure by the Assignee to perform its obligations hereunder.

3. Miscellaneous. The validity or enforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision. This Agreement embodies the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous, oral or written understandings, negotiations or communications made on behalf of such parties with respect to the subject matter hereof. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement is executed in and shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to Pennsylvania conflicts law. This Agreement shall inure to the benefit of the parties, and their respective successors and assigns.

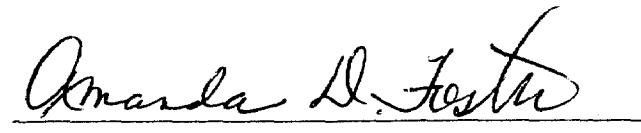
ATTEST:

  
\_\_\_\_\_  
Jodi R. Clark  
Assistant Secretary

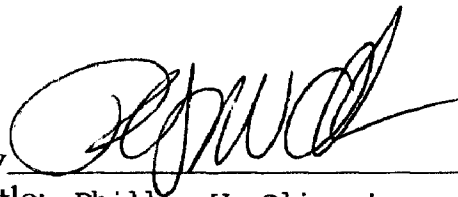
GIANT EAGLE, INC.

By   
\_\_\_\_\_  
Title: Phillip W. Oliveri *RU*  
Vice President and Treasurer

ATTEST:

  
\_\_\_\_\_  
Amanda D. Foster  
Assistant Secretary

PHOENIX INTANGIBLES HOLDING  
COMPANY

By   
\_\_\_\_\_  
Title: Phillip W. Oliveri *RU*  
Vice President and Treasurer



**EXHIBIT A**

**LIST OF ASSIGNED ASSETS**

All right, title and interest in and to the marks listed on the attachment hereto.

**EXHIBIT A  
(continued)**

All right, title and interest in and to all of the Assignor's copyrights, whether or not registration has been sought, including, but not limited to, copyrights existing in catalogs, flyers, packaging designs and promotional items.

All right, title and interest in all of the Assignor's statutory and common law right, title and interest in, and obligations in, to and under all trademarks and trade dresses currently owned by Assignor and all trademarks hereinafter acquired by Assignor, including, without limitation, all right, title and interest in and to the trademark, registrations, and applications of Assignor together with the goodwill, of the business symbolized by all such trademarks .

The right to defend the trademarks and copyrights assigned herein, including all claims for damages by reason of past infringement; the right to sue for damages by reason of past infringements; and the right to collect damages for past infringements.