

11-09-1999

COVER SHEET
ONLY

OMB No. 0651-0011 (exp. 4/94)
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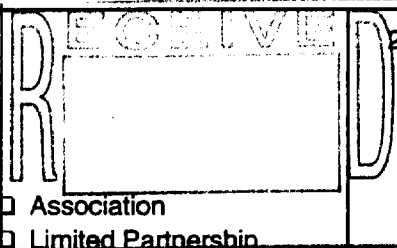
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To the Honorable Commission

Record the attached original documents or copy thereof.

1. Name of conveying party(ies):

RISER FOODS COMPANY



- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other _____

- Association
- Limited Partnership

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

2. Name and address of receiving party(ies)

Name: PHOENIX INTANGIBLES HOLDING COMPANY

Internal Address: 919 N. Market Street

Street Address: Second 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

904,799	1,657,963
1,656,239	1,658,346
1,657,105	1,658,403

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: 6

7. Total fee (37 CFR 3.41).....\$ 165.00 €

- 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)

DO NOT USE THIS SPACE

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.

KATHLEEN WILLIAMS
Name of Person Signing

Kathleen Williams
Signature

November 2, 1999
Date

Total number of pages including cover sheet, attachments, and documents: 6

TRADEMARK

11/02/99 VBRDWH 022556 904799 0000073 022556 400 CH 123 CH

ASSIGNMENT AND ASSUMPTION AGREEMENT

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

Preamble

The Assignor and Giant Eagle, Inc., a Pennsylvania 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 two (2) 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.

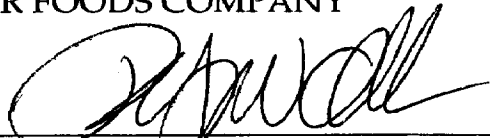
3. Miscellaneous. The validity or enforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision. This Agreement embodies the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior 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:



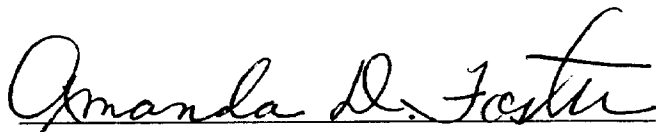
Jodi R. Clark
Assistant Secretary

RISER FOODS COMPANY

By 

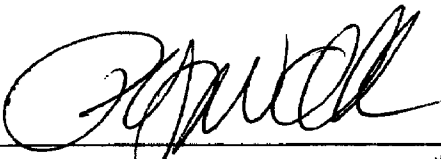
Title: Phillip W. Oliveri *RU*
Vice President and Treasurer

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.

II. RISER MARKS

A. FEDERAL

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
SEAWAY	904,799	12/22/1970
SEAWAY	1,656,239	09/10/1991
SEAWAY	1,657,105	09/17/1991
SEAWAY	1,657,963	09/24/1991
SEAWAY	1,658,346	09/24/1991
SEAWAY	1,658,403	09/24/1991

B. STATE

1. OHIO

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
SEAWAY	TM15138	09/26/1997