

11-24-1999



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MUD 11/10/99

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

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

Submission Type

- New
- Resubmission (Non-Recordation)
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
- Effective Date
Month Day Year
March 30 1997

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year
3/30/97

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/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

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

FOR OFFICE USE ONLY

11/23/1999 DNGUYEN 00000180 1430667

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Public burden reporting for this collection of information is estimated to average approximately 30 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

REEL: 001991 FRAME: 0459

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"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1430667"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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.

W. Bradley Barnes

Name of Person Signing

Signature

9/27/99

Date Signed

NUNC PRO TUNC ASSIGNMENT

WHEREAS, BROOKSHIRE BROTHERS HOLDING, INC. ("ASSIGNOR"), a Texas corporation having its principal place of business at 1201 Ellen Trout Drive, Lufkin, Texas 75901, has adopted, used, and has been using the marks shown in Exhibit A attached hereto (the "Marks") in connection with the goods and services listed in Exhibit A; and

WHEREAS, BROOKSHIRE BROTHERS, LTD. ("ASSIGNEE"), a Texas limited partnership having its principal place of business at 1201 Ellen Trout Drive, Lufkin, Texas 75901, is entitled to all of ASSIGNOR's interest in and to said Marks, any registrations and applications for registration thereof, and the goodwill of the business symbolized by the Marks pursuant to that certain Bill of Sale and Assumption Agreement, dated March 30, 1997, by and between Brookshire Brothers Holding, Inc. and Brookshire Brothers, Ltd., a true and correct copy of which is attached hereto as Exhibit B;

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR does hereby sell, assign, transfer and convey to ASSIGNEE all of its right, title, and interest in and to said Marks, all registrations and applications for registration thereof, all rights derived from or associated with use of the Marks by ASSIGNOR together with the goodwill of the business symbolized by said Marks, and the right to recover for past infringement of said Marks. ASSIGNOR represents and warrants that it has not previously assigned, licensed, or conveyed any interest in said Marks or the other rights referenced herein, that all necessary corporate or legal action has been taken to authorize sale and assignment of the Marks and other rights as set forth herein, and that upon payment of the consideration as set forth herein, ASSIGNEE will acquire good and valid title to all rights, including the Marks, conveyed hereby, free and clear of any liens, encumbrances or adverse claims of any kind whatsoever. ASSIGNOR agrees to execute any further lawful documents needed to give full force and effect to the provisions hereof.

Signed this 11 day of November, 1999 and made effective as of March 30, 1997.

Brookshire Brothers Holding, Inc.
a Texas corporation

By: R.A. Brookshire
R.A. Brookshire, President

STATE OF TEXAS

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§
§

COUNTY OF _____

Before me, a notary public, on this day personally appeared R.A. Brookshire, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he executed the same as President on behalf of Brookshire Brothers Holding, Inc. for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 1999.



[Signature]
Printed Name: _____
Notary Public in and for the State of _____
My Commission Expires: _____

EXHIBIT A

United States Registrations			
Mark	Reg. No.	Reg. Date	Goods/Services
BUDGET CHOPPER	1430667	2/24/87	retail grocery store services

State Registrations			
Texas			
Mark	Reg. No.	Reg. Date	Goods/Services
B & B FOOD	54584	6/19/95	retail sale of groceries
PUMP & SAVE	51343	10/18/91	miscellaneous services; retail sale of gasoline and other motor fuels

EXHIBIT "B"

BILL OF SALE AND ASSUMPTION AGREEMENT

This Bill of Sale and Assumption Agreement (the "Agreement") is entered into by and between Brookshire Brothers Holding, Inc., a Texas corporation ("Seller"), and Brookshire Brothers, Ltd., a Texas limited partnership ("Buyer"), to be effective at 12:01 a.m. on Sunday, March 30, 1997 at (the "Effective Date").

WITNESSETH:

WHEREAS, Seller desires to transfer its business (the "Business") to Buyer as a capital contribution, in exchange for a 99% limited partnership interest in the Seller;

WHEREAS, in order to effectuate such capital contribution, Seller desires to assign, transfer and convey to Buyer, and Buyer desires to accept the transfer of, substantially all of the assets of Seller relating to its business, and Buyer desires to accept all of such assets and assume all of the liabilities of Seller;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

1. Transfer of Assets. For good and valuable consideration, the receipt and sufficiency of which Seller hereby acknowledges, Seller hereby contributes, conveys, assigns and transfers to Buyer, its successors and assigns, to be effective as of the Effective Date, all right, title and interest of Seller in and to all of the assets used by Seller related to, associated with or used in connection with its Business including, without limitation, the following: (i) all of the contracts and accounts of Seller relating to its business including, without limitation, the contracts listed on Exhibit A hereto (collectively, the "Contracts"); (ii) all the rights of Seller in and to the Contracts and the right to receive all payments, rights, and privileges of Seller arising under the Contracts; (iii) all of Seller's customer lists and goodwill related to, associated with or used by the Business; (iv) all of the Seller's trade names, service marks, trademarks and other intellectual property rights, whether registered or unregistered, related to, associated with or used by the Business; (v) all of Seller's cash and cash equivalents (including, without limitation, petty cash, marketable securities, and all temporary cash investments and instruments representing same) and all of Seller's prepaid items, unbilled costs and fees, and accounts, notes and other receivables related to or arising out of the Business; (vi) the fixed assets, vehicles, equipment and other personal property; (vii) books and records of Seller related to, associated with or used by the Business; (viii) all of Seller's supplies and inventories; (ix) to the extent permitted by applicable law, all rights under any written or oral contract, agreement, lease, plan, instrument, registration, license, certificate of occupancy, other permit or approval of any nature, or other document, commitment, arrangement, undertaking, practice or authorization related to, associated with or used by the Business; (x) all computer software used by the Business; (xi) all rights or choses in action arising out of occurrences before or after the Effective Date related to, associated with or used by the Business, including without limitation, all rights under express or implied warranties relating to any of the assets transferred hereunder; and (xii) all of Seller's right, title and interest to any other assets or claims related to, associated with, or used by the Business. All of the contracts, accounts, rights, interests and other assets set forth or incorporated by reference in this Section 1 are hereinafter collectively referred to as the "Assets." Notwithstanding the foregoing, in no event shall the Assets include (a) any of the capital stock of Brookshire Brothers Holdings, Inc., a Nevada corporation, Brookshire Investments Co., a Texas corporation, or Brookshire Brothers Management, Inc., (b) any of the real property (the "Real Property") of Seller which shall be transferred to Buyer under a separate instrument, or (c) any of the

leases (the "Leases") with respect to real property which will be assigned to Buyer under a separate document.

TO HAVE AND TO HOLD the Assets unto Buyer and its successors and assigns, to and for its or their use forever

Seller represents and warrants that Seller is the true and lawful owner of the Assets and that Seller has an unrestricted and lawful right to sell and convey the same to Buyer.

And Seller does hereby warrant, covenant and agree that Seller:

(a) will warrant and defend Buyer's rights and title in and to the Assets against each and every person or persons whomsoever claiming or who may claim against any or all of the Assets:

(b) has, and does hereby convey to Buyer, good and indefeasible title in and to the Assets, free and clear of all security interests, liens, claims and encumbrances of any nature, except such security interests, liens, claims and encumbrances relating to the Assumed Liabilities (as hereinafter defined) or arising out of any Contract with respect to which such Asset is subject: and

(c) will take all steps necessary to put Buyer, its successors and assigns in actual possession and operating control of the Assets, except with respect to the Assets which are in the possession of lessees under a Contract.

Seller hereby authorizes Buyer to take any appropriate action in connection with any of the Assets, in the name of Seller, its own and/or any other name.

2 Assumption of Liabilities. Seller hereby assigns, transfers, sets over and delegates to Buyer and Buyer hereby undertakes assumes, and agrees to pay and become liable for payment and performance of, all liabilities, obligations and duties of Seller relating to, arising out of or incurred in connection with, the Business and the Assets and the operations thereof including, without limitation, (i) any liability, duty or obligation arising out of, relating to or incurred in connection with the Contracts; and (ii) accounts payable of Seller relating to, arising out of or incurred in connection with, the Business (collectively, the "Assumed Liabilities") Notwithstanding the foregoing, in no event shall the term "Assumed Liabilities" include (i) the liabilities or obligations relating to the Leases which will be assumed under a separate document or (ii) any liabilities, obligations or duties satisfied or performed on or prior to the Effective Date. This assumption shall inure to the benefit of and be binding upon Buyer and Seller and their respective successors and assigns.

3 Seller hereby agrees that concurrent with the execution hereof, it will deliver to Buyer such other instruments of transfer, assignment, and conveyance, in form satisfactory to Buyer, as shall be effective to convey to Buyer good and marketable title in and to all of the Assets. Seller hereby agrees that, from time to time, at Buyer's request and without further consideration, it will execute and deliver to Buyer such other and further instruments of conveyance, assignment and transfer and take such other action as Buyer may reasonably require to more effectively convey, transfer, and assign to Buyer, and to put Buyer in possession of, the Assets.

4 This Agreement shall be governed by and construed in accordance with the laws of the state of Texas applicable to agreements made and to be performed in such jurisdiction, without giving effect to any conflicts of laws principles thereof

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed by their authorized officers to be effective as of the Effective Date.

BROOKSHIRE BROTHERS HOLDING, INC.
"Seller"

By: R. A. Brookshire
R. A. Brookshire, President

BROOKSHIRE BROTHERS, LTD
"Buyer"

By: Brookshire Brothers Management, Inc.,
as general partner

By: R. A. Brookshire
R. A. Brookshire, President