

MRD 2-23-00

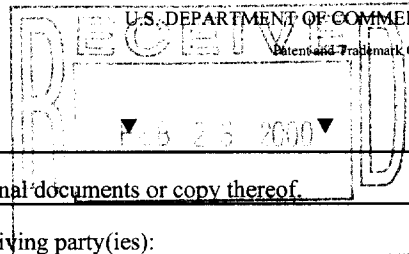
03-27-2000



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3 SHEET  
ONLY

U.S. DEPARTMENT OF COMMERCE  
Patents and Trademark Office



Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **Hannaford Bros. Co.**

Individual(s)                       Association

General Partnership               Limited Partnership

Corporation-State (ME)

Other \_\_\_\_\_

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

2. Name and address of receiving party(ies):

Name: Homeruns.com, Inc.

Internal Address: \_\_\_\_\_

Street Address: 70 Inner Belt Road, P.O. Box 168

City: Somerville State: MA ZIP: 02143

Individual(s) citizenship \_\_\_\_\_

Association \_\_\_\_\_

General Partnership \_\_\_\_\_

Limited Partnership \_\_\_\_\_

Corporation-State Massachusetts

Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designation must be a separate document from Assignment)

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

3. Nature of conveyance:

Assignment                       Merger

Security Agreement               Change of Name

Other \_\_\_\_\_

Execution Date: February 12, 2000

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

A. Trademark Application No.(s) **See Attached Schedule A**

B. Trademark Registration No.(s) **See Attached Schedule A**

Additional numbers attached?  Yes  No

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

Name: Lori E. Lesser, Esq.

Internal Address: Simpson Thacher & Bartlett

\_\_\_\_\_

\_\_\_\_\_

Street Address: 425 Lexington Avenue

\_\_\_\_\_

City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41): ..... \$115.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

(Attached 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.

Lori E. Lesser, Esq.                      Lori E. Lesser                      2-23-00  
Name of Person Signing                      Signature                      Date

Total number of pages comprising cover sheet: 7

03/24/2000 DNGUYEN 00000495 75714675

01 FC:481  
02 FC:482

40.00 OP  
75.00 OP

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

TRADEMARK  
REEL: 002039 FRAME: 0948

## SCHEDULE A

HANNAFORD'S HOME RUNS (Reg. No. 2,058,372)

HOME RUNS (Ser. No. 75/714,675)

HOMERUNS.COM (Ser. No. 75/701,516)

LOGO (running man carrying bundle of groceries) (Reg. No. 2,033,935)

YOUR GROCERIES ARE HERE

HOMERUN.NET

HOMERUNS.SHOP

1-800-882-RUNS

## **INTELLECTUAL PROPERTY AGREEMENT**

**THIS INTELLECTUAL PROPERTY AGREEMENT** ("**Agreement**"), dated as of February 12, 2000, by and between HANNAFORD BROS. CO., a Maine corporation located at P.O. Box 1000, MS 9805, Portland, ME 04104 ("**Assignor**") and HOMERUNS.COM, INC., a Massachusetts corporation located at 70 Inner Belt Road, P.O. Box 168, Somerville, MA 02143 ("**Assignee**").

**WHEREAS**, pursuant to the Stock Purchase Agreement dated as of January 12, 1999, to which Assignor and Assignee are both parties ("**Purchase Agreement**"), Assignee shall no longer be a wholly-owned subsidiary of Assignor, but shall be a minority-owned subsidiary of Assignor; and

**WHEREAS**, Assignor and Assignee wish to confirm and assign formally to Assignee the ownership of certain intellectual property rights adopted and used by Assignee prior to the Closing (as defined in the Purchase Agreement);

**NOW THEREFORE**, in consideration of the premises and the mutual promises and covenants contained herein and for other good and valuable consideration, including that recited in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee, its successors, assigns and nominees forever, any and all of Assignor's entire right, title and interest to and under the trademarks, service marks, trade names, logos and/or domain names relating to the name "Home Runs" and any other intellectual property used exclusively (vis-a-viz Assignor and its other affiliates), owned, adopted and/or created by Assignee prior to the Closing, including without limitation any of the foregoing listed on Schedule A hereto, as well as any other the goodwill of the business symbolized thereby and appurtenant thereto, all rights, priorities and privileges provided under United States, state or foreign law, or multinational law, compact, treaty, protocol, convention or organization, with respect thereto, and all rights to sue at law or in equity for any infringement, imitation, impairment, distortion, dilution or other unauthorized use thereof occurring prior to the Closing, including the right to receive all proceeds and damages therefrom. With respect to HANNAFORD'S HOME RUNS (Reg. No. 2,058,372) on Schedule A hereto, Assignee understands that Assignor is assigning to Assignee only such composite mark as a whole, and is not assigning to Assignee any right, title or interest in the trademark HANNAFORD standing alone.

2. To the extent that Assignor does not claim any ownership interest in any of the above assets and rights, or any other intellectual property used exclusively (vis-a-vis Assignor and its other affiliates), owned, adopted and/or created by Assignee prior to the Closing, this Agreement shall serve as an acknowledgment and confirmation by Assignor of Assignee's continuing ownership of such intellectual property and a disclaimer of all current and future

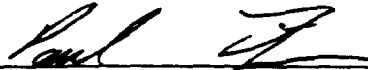
ownership rights therein. Without limiting the generality of the foregoing, Assignor hereby confirms that Assignee has been and remains the owner of the intellectual property listed on Schedule B hereto.

3. This Agreement is effective as of the date first written above. Assignor shall, at Assignee's expense but without further consideration, comply with any reasonable request by Assignee to execute any additional documents and to take any further action necessary to protect, secure, vest and record good, valid and marketable title to the foregoing properties and rights in Assignee.

4. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

HANNAFORD BROS. CO.

By:   
Name: Paul J. Anderson  
Title: Executive Vice President  
Date:

HOMERUNS.COM, INC.


By: \_\_\_\_\_  
Name:  
Title:  
Date:

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

HANNAFORD BROS. CO.

By: \_\_\_\_\_  
Name:  
Title:  
Date:

HOMERUNS.COM, INC.

By:  \_\_\_\_\_  
Name: Thomas B. Furber  
Title: Vice President  
Date: February 12, 2000

**SCHEDULE A**

HANNAFORD'S HOME RUNS (Reg. No. 2,058,372)

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1-800-882-RUNS

020002-0045-02346-99B3L89T-AGR

**RECORDED: 02/23/2000**

**TRADEMARK  
REEL: 002039 FRAME: 0954**