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04-12-2000

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Docket No. 18627.0043

TRADEM.



101317948

VER SHEET

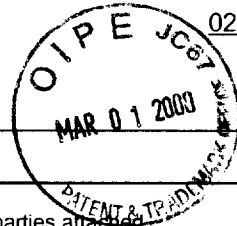
TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

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
Effective Date
Month Day Year
02 28 2000
- Merger
- Change of Name
- Other _____



Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
02 28 2000

Name Giant Food, Inc.

Formerly _____

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

Receiving Party

Mark if additional names of receiving parties attached

Name Giant Brands, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 300 Delaware Avenue

Address (line 2) Suite 1202

Address (line 3) Wilmington

DE

19180

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 Delaware

FOR OFFICE USE ONLY

04/12/2000 DNGUYEN 00000246 75541145

01 FC:481
02 FC:482

40.00 DP
175.00 DP

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

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 202-663-8000

Name Eric T. Fingerhut
 Address (line 1) 2300 N Street, NW
 Address (line 2) Washington, DC 20037-1128
 Address (line 3) _____
 Address (line 4) _____

Pages Enter the total number of pages of the attached conveyance document including any attachments. # 6

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)		
<u>75541145</u>	<u>75630169</u>	<u>75632116</u>	<u>874899</u>	<u>1060438</u>	<u>1078672</u>
<u>75588533</u>	<u>75665438</u>	<u>75616305</u>	<u>1085784</u>	<u>1085787</u>	<u>1112838</u>
<u>75762660</u>	_____	_____	<u>1129400</u>	<u>1176399</u>	<u>1236652</u>

Number of Properties Enter the total number of properties involved. # 48

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$ 1,215.00

Method of Payment: Enclosed Deposit Account

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

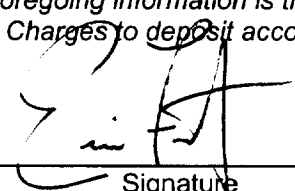
Deposit Account Number: # _____

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.

Eric T. Fingerhut
 Name of Person Signing


 Signature

3/1/00
 Date Signed

SHAW PITTMAN
TRADEMARK RECORDATION FORM COVER SHEET CONTINUATION

Conveying Party

Mark if additional names of conveying parties attached

Execution Date

Enter Additional Conveying Party

Month Day Year

Name _____

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization _____

Receiving Party

Mark if additional names of receiving parties attached

Enter Additional Receiving Party

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

Corporation Association

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.)

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)

<u>1248348</u>	<u>1257607</u>	<u>1271214</u>
<u>1273973</u>	<u>1274668</u>	<u>1275564</u>
<u>1329898</u>	<u>1337159</u>	<u>1348729</u>
<u>1406293</u>	<u>1542520</u>	<u>1549605</u>
<u>1581978</u>	<u>1736005</u>	<u>1855386</u>
<u>1861324</u>	<u>1936258</u>	<u>2002425</u>
<u>2000962</u>	<u>2002569</u>	<u>2002570</u>

SHAW PITTMAN
TRADEMARK RECORDATION FORM COVER SHEET CONTINUATION

Conveying Party

Mark if additional names of conveying parties attached

Execution Date

Enter Additional Conveying Party

Month Day Year

Name _____

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
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Receiving Party

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Name _____

DBA/AKA/TA _____

Composed of _____

Address (line 1) _____

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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)

<u>2004109</u>	<u>2009702</u>	<u>2024229</u>
<u>2030187</u>	<u>2032086</u>	<u>2138184</u>
<u>2182026</u>	<u>2182027</u>	<u>2182028</u>
<u>2216509</u>	<u>2259219</u>	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

AGREEMENT

This Agreement is made and entered into this 10th day of February, 2000 between Giant Food Inc., a corporation organized and existing under the laws of Delaware and having an address at 6300 Sheriff Road, Landover, Maryland 20785 (hereinafter referred to as "FOOD") and Giant Brands, Inc., a corporation organized and existing under the laws of Delaware and having an address of 300 Delaware Avenue, Suite 1202, Wilmington, Delaware, 19180 (hereinafter referred to as "BRANDS");

WITNESSETH

WHEREAS, FOOD owns 100 percent of the outstanding shares of the capital stock of BRANDS and desires to make an additional contribution to the capital of BRANDS;

WHEREAS, FOOD adopted, used, is using, and is the owner of the trademarks and service marks listed on Schedule A hereto, the goodwill symbolized by said trademarks and service marks, and is the owner of the trademark registrations, applications and copyrights listed on Schedule A; and

WHEREAS, BRANDS has acquired all rights, title and interest in and to, the goodwill symbolized by the trademarks and service marks, and the trademark registrations, applications and copyrights listed on Schedule A

NOW, THEREFORE, FOOD confirms that it has assigned, transferred and conveyed and does hereby assign, transfer and convey to BRANDS as a contribution to BRANDS' capital assets all rights, title and interest in and to, the trademarks, service marks and copyrights listed on Schedule A, the goodwill symbolized by the trademarks and service marks, and the trademark registrations, applications and copyrights, listed on Schedule A, free and clear of all liens and encumbrances, *nunc pro tunc* as of November 7, 1999.

The United States Patent and Trademark Office, the United States Copyright Office and any other governmental authority relating to the trademarks, service marks and copyrights listed on Schedule A, are hereby authorized to deliver to BRANDS, its attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties hereto as of the date as first written above.

GIANT FOOD INC.

By: Carl W. Rutstein

Title: Senior Vice President, General Counsel

GIANT BRANDS, INC.

By: Janet W. Wyzanski

Title: PRESIDENT

SCHEDULE A

REGISTRATION NO.	UNITED STATES TRADEMARK / SERVICE MARK
874,899	THE QUALITY FOOD PEOPLE
1,060,438	GARDEN KISS
1,078,672	GIANT FOOD
1,085,784	GIANT G (Stylized)
1,085,787	SUPER GIANT
1,112,838	DAIRY KISS & Heart Design
1,129,400	DEDICATED TO BETTER HEALTH G GIANT PHARMACIES THE PRESCRIPTION PEOPLE & Design
1,176,399	GIANT LEAN & Design
1,236,652	COUNT ON US
1,248,348	SUPER SORB
1,257,607	FANCY FREE
1,271,214	SOMEPLACE SPECIAL
1,273,973	G GOURMET (Stylized)
1,274,668	COME SEE WHAT A PHARMACY CAN BE
1,275,564	G PHARMACY (Stylized)
1,329,898	PEAKS 'N DIPS
1,337,159	G GIANT (Stylized)
1,348,729	GRX GIANT DISCOUNT DRUG & Design

REGISTRATION NO.	UNITED STATES TRADEMARK / SERVICE MARK
1,406,293	GIANT
1,542,520	COMFY SOFT
1,549,605	THE PEOPLE WHO CARE
1,581,978	WE CARE ABOUT YOU
1,736,005	EX-PRIN
1,855,386	SUPER G & Design
1,861,324	SUPER G & Design
1,936,258	SUPER DEAL & Design
2,002,425	G BAKERY & Design
2,000,962	G EXPRESS & Design
2,002,569	G SEAFOOD & Design
2,002,570	G PRODUCE & Design
2,004,109	G DELI & Design
2,009,702	G ICE CREAM & Design
2,024,229	SUPER G & Design
2,030,187	SUPER G & Design
2,032,086	G GIANT (Stylized)
2,138,184	G SOUP & Design
2,182,026	SUPER G WE CARE ABOUT YOU. & Design

REGISTRATION NO.	UNITED STATES TRADEMARK / SERVICE MARK
2,182,027	G GIANT THAT'S MY GIANT (Stylized)
2,182,028	GIANT FOOD & DRUG SINCE 1936 STILL THE BEST & Design
2,216,509	ORCHARD KISS & Design
2,259,219	SUPER G RX DISCOUNT DRUG DEPARTMENT & Design
APPLICATION NO.	UNITED STATES TRADEMARK / SERVICE MARK
75/541145	DR. ZING
75/630169	G GIANT PHARMACY & Design
75/632116	SUPER G PHARMACY DEPARTMENT & Design
75/588533	FRESH IDEAS GREAT VALUES & Design
75/665438	HEALTHY IDEAS GREAT VALUES & Design
75/616305	BEAT THE BUG & Design
75/762660	Marshmallow Man Design
REGISTRATION NO.	MARYLAND STATE TRADEMARK / SERVICE MARK
94-S3218	GIANT FOOD
94-S3219	GIANT & G Design
94-S3220	SUPER GIANT
94-3221	GIANT

REGISTRATION NO.	UNITED STATES TRADEMARK / SERVICE MARK
REGISTRATION / APPLICATION NO.	SAUDI ARABIA TRADEMARK / SERVICE MARK
Reg. No. 7932	G/GIANT
App. No. 8111	G/GIANT FOOD & Design
App. No. 8112	G/GIANT FOOD & Design

REGISTRATION NO.

UNITED STATES COPYRIGHT

TX3153472

Dimension collection system.

TX284652

Please don't eat the diffenbachia!

TX262617

Giant's Boneless sub-primal cuts, better beef buys.

TX260354

Let's take the mystery out of unit pricing.

TX210831

Descubramos el misterio del precio por unidad.

TX108444

We news...

#874593 V1 - ASSIGNMENT GIANT FOODS GIANT BRANDS.DOC