

## ASSIGNMENT OF TRADEMARKS

**WHEREAS**, Moran Foods, Inc., a corporation of the State of Missouri with offices at 100 Corporate Office Drive, Earth City, Missouri, U.S.A. (“Moran”), is the owner of the trademarks and United States trademark registrations listed in Schedule A attached hereto, the trademarks and pending United States trademark applications listed in Schedule B attached hereto, and the trademarks and pending intent-to-use United States trademark applications listed in Schedule C attached hereto (hereinafter the trademarks, trademark applications and trademark registrations listed in Schedules A, B and C attached hereto shall be referred to collectively as the “Marks”);

**WHEREAS**, Save-A-Lot Food Stores, Inc., a corporation of the State of Missouri with offices at 100 Corporate Office Drive, Earth City, Missouri, U.S.A. (“Save-A-Lot”), is desirous of acquiring all of Moran’s right, title and interest in and to the trademarks and registrations listed in Schedule A, the trademarks and pending trademark applications listed in Schedule B and any registrations issuing therefrom, and the trademarks and pending intent-to-use trademark applications listed in Schedule C and any registrations issuing therefrom, pursuant to a Conveyance Agreement between Moran and Save-A-Lot executed October 3, 1999 in connection with a plan of corporate realignment; and

**WHEREAS**, Save-A-Lot has acquired and is acquiring the portion of Moran’s business to which the trademarks and pending intent-to-use trademark applications listed in Schedule C pertain, which business is ongoing and existing.

**NOW THEREFORE**, for one dollar (\$1.00) and other good and valuable

consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Moran has, and hereby does, sell, assign and transfer unto Save-A-Lot the entire right, title and interest in and to the trademarks and registrations listed in Schedule A, together with the goodwill associated therewith, and the right to sue for, and recover for, any past infringements thereof, to be held and enjoyed by Save-A-Lot, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Moran had no sale and assignment of said Marks been made.

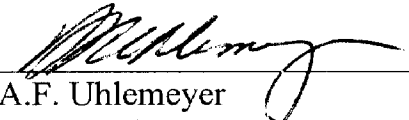
2. Moran has, and hereby does, sell, assign and transfer unto Save-A-Lot the entire right, title and interest in and to the trademarks and pending trademark applications listed in Schedule B, and any registrations issuing therefrom, together with the goodwill associated therewith, and the right to sue for, and recover for, any past infringements thereof, to be held and enjoyed by Save-A-Lot, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Moran had no sale and assignment of said Marks been made.

3. Moran has, and hereby does, sell, assign and transfer unto Save-A-Lot the entire right, title and interest in and to the trademarks and pending intent-to-use trademark applications listed in Schedule C, and any registrations issuing therefrom, together with the goodwill associated therewith, and the right to sue for, and recover for, any past infringements thereof, to be held and enjoyed by Save-A-Lot, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Moran had no sale and assignment of said Marks been made.

4. Moran further agrees to execute such further documents reasonably required by Save-A-Lot to secure and enforce the rights granted to Save-A-Lot under this Assignment.

IN WITNESS WHEREOF, I have hereunto set my hand the 30<sup>th</sup> day of March 2000.

Moran Foods, Inc.

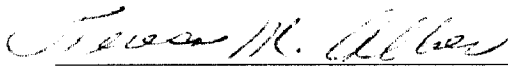
  
A.F. Uhlemeyer  
Vice President/General Counsel

STATE OF MISSOURI :  
: SS  
COUNTY OF ST. LOUIS :

On this 30<sup>th</sup> day of March 2000 before me, a Notary Public, within and for the County of St. Louis, State of Missouri, personally appeared A.F. Uhlemeyer, to me known to be the person described in and who executed the foregoing assignment and acknowledged that he executed same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the date and year last above written.

TERESA M. ALBER  
Notary Public - Notary Seal  
STATE OF MISSOURI  
St. Louis County  
My Commission Expires: Mar. 7, 2001

  
Notary Public

My Commission Expires: March 7, 2001