



7-10-00

To the  
Please

101426447

1. Name of Party(ies) conveying an interest:

**The Kroger Co.**

Entity:

- Individual(s)       Association
- General Partnership       Limited Partnership
- Corporation - **Ohio**
- Other

3. Interest Conveyed:

- Assignment       Change of Name
- Security Agreement       Merger
- Other

Execution Date **nunc pro tunc June 1, 1997**

2. Name and Address of Party(ies) receiving an interest:

Name: **The Kroger Co. of Michigan**

Address: 17390 Laurel Park Drive North, Suite 400  
Livonia, MI 48152-2686

Entity:

- Individual(s)       Association
- Corporation       General Partnership       Limited Partnership
- Other

Citizenship: **Michigan**

If not domiciled in the United States, a domestic representative designation is attached:

- Yes
- No

(The attached document must not be an assignment)

4. Application number(s) or registration number(s). Additional sheet attached?       Yes       No

A. Trademark Application No.(s)

**None**

B. Trademark Registration No.(s)

**1,792,787**

5. Please mail documents back to:

Calendar/Docketing Dept.  
Pillsbury Madison & Sutro LLP  
Post Office Box 7880  
San Francisco, CA 94120

6. Number of applications and registrations involved: **One (1)**

7. Amount of fee enclosed: **\$40.00**

8. If above amount is missing or inadequate, charge deficiency to our Deposit Account No. 03-3975 under Order No. **61148-009-8075/RBB/KDM**

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.

Signature

Total number of pages including cover  
sheet, attachments and document.      **6**  
(excluding duplicate cover sheet)

Attorney: **Robert B. Burlingame**  
Date: **July 6, 2000**  
Atty/Sec: \_\_\_\_\_

Tel: **(415) 983-1274**  
Fax: **(415) 983-1200**

08/09/2000 NTHA11 00000077 1792787

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**40.00 DP**

File in **DUPLICATE** with post card receipt

## ASSIGNMENT

This agreement, executed on June 7, 2000, memorializes the assignment *nunc pro tunc* of the transfer of the registration for the mark WISHBONE, Registration No. 1,792,787, from The Kroger Co. (an Ohio corporation) to The Kroger Co. of Michigan (a Michigan corporation) (collectively, "the Parties").

Whereas, the Parties entered into an agreement at least as early as June 1, 1997 wherein The Kroger Co. intended to and did transfer, assign and convey to The Kroger Co. of Michigan all its right, title and interest in the trademark WISHBONE, and did specifically assign Registration No. 830,707, therefor, omitting its companion registration for WISHBONE Registration No. 1,792,787.

Whereas, the Parties now wish to memorialize the transfer of the registration for the mark WISHBONE, Registration No. 1,792,787.

Now, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, The Kroger Co. (an Ohio corporation) has assigned, transferred and conveyed and does hereby assign, transfer and convey to The Kroger Co. of Michigan (a Michigan corporation), *effective nunc pro tunc June 1, 1997*, all right, title and interest in the United States in and to the registration for the mark WISHBONE, Registration No. 1,792,787; the goodwill symbolized by and associated with the use of same; together with all rights and causes of action accrued, accruing and to accrue under and by virtue hereof, including the right to sue and recover for past infringement and receive all damages, payments and costs and fees associated therewith.

THE KROGER CO.

Paul Heen  
(signature)



President  
(title)

June 7, 2000  
(date)