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Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger

Change of Name

Other

Effective Date
Month Day Year
 10 08 99

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
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Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

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01/16/2001 DNGUYEN 00000132 76054586

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Number of Properties

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Deposit Account

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No

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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.

Thomas W. Epting

Name of Person Signing

Signature

Date Signed

ATTACHMENT TO PTO FORM 1618A
Assignment of Trademarks and Service Marks from BI-LO, Inc. to BI-LO Brands, Inc.
(Executed on October 8, 1999)

Trademark	Application	Number(s)	Trademark	Registration	Number(s)
76/054,586	76/054,587	76/054,585	2,196,594	2,216,708	2,147,772
76/067,926	75/756,771	75/581,226	2,261,504	2,396,627	2,123,620
75/573,222	75/731,906	75/795,818	1,881,026	1,929,328	1,880,217
75/569,586	76/034,495	75/794,149	1,888,664	2,110,820	2,286,598
75/795,819	76/002,555		2,408,652	2,271,205	2,282,059
			2,200,172	2,200,171	1,529,949
			2,200,184	2,113,043	2,274,182
			2,398,127	2,124,398	2,132,254
			2,074,812	2,074,813	2,167,798
			2,263,787	2,151,536	2,000,199
			2,119,810	2,072,449	2,102,313
			2,121,584	1,004,397	2,270,881
			2,216,656	2,112,406	2,140,736
			1,661,254	2,361,096	2,369,693
			2,359,032	1,498,129	2,361,097
			1,886,248	1,886,247	2,063,770
			2,355,276		

TRADEMARK AND SERVICE MARK ASSIGNMENT AGREEMENT

THIS TRADEMARK AND SERVICE MARK ASSIGNMENT AGREEMENT (this "Agreement") is made this 8th day of October, 1999, between BI-LO, Inc., a Delaware corporation ("Assignor"), and BI-LO Brands, Inc., a Delaware corporation ("Assignee").

W I T N E S S E T H :

WHEREAS, Assignor owns trademarks used in connection with goods and service marks used in connection with retail grocery store services;

WHEREAS, Assignee desires to obtain all right, title and interest in said trademarks and service marks of Assignor;

NOW, THEREFORE, for Ten Dollars (\$10.00) and other valuable consideration, and in consideration of the mutual promises herein, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns and grants to Assignee all right, title and interest in and to all of the following trademarks and service marks of Assignor, whether now owned or existing or hereafter acquired:

(a) all trademarks, trademark registrations and all trademark applications that have been filed based on use or for which a verified statement of use has been filed, including, without limitation, each trademark application listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) the right to sue for past, present and future infringements or dilution thereof or injury to the associated goodwill, and (iii) all rights, Assignor may have corresponding to (i) - (iii) above throughout the world, provided, however, the trademarks conveyed herein shall not include the "BI-LO CENTER" trademarks and any other trademarks obtained by Assignor pursuant to Assignor's License and Naming Agreement, dated July 30, 1996, for the BI-LO CENTER, located in Greenville, South Carolina; and

(b) all service marks, service mark registrations and all service mark applications that have been filed based on use or for which a verified statement of use has been filed, including, without limitation, each service mark application listed on Exhibit B attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) the right to sue for past, present and future infringements or dilution thereof or injury to the associated goodwill, and (iii) all rights Assignor may have corresponding to (i) - (iii) above throughout the world; provided, however, the service marks conveyed herein shall not include the "BI-LO CENTER" service marks and any other service marks obtained by

Assignor pursuant to Assignor's License and Naming Agreement, dated July 30, 1996, for the BI-LO CENTER, located in Greenville, South Carolina; and

(c) the goodwill of Assignor's business connected with and symbolized by each of the trademarks identified in paragraph 1.(a) hereof and service marks identified in paragraph 1.(b) hereof.

2. In the event Assignor obtains rights to any new trademarks or service marks, determines it has trademarks or service marks presently owned by it but not listed on Exhibit A or Exhibit B, or becomes entitled to the benefit of any trademark or service mark application or trademark or service mark renewal of any of the trademarks or service marks conveyed herein, the provisions of paragraph 1 hereof shall automatically apply thereto, and Assignor hereby authorizes Assignee to modify this Agreement by amending Exhibit A and Exhibit B to include any such trademarks or service marks and trademark or service mark applications.

3. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

4. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 2 hereof.

5. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Assignee and upon the successors and assigns of Assignor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal in Greenville, South Carolina, on the day and year first written above.

ATTEST:

By: [Signature]
Secretary

[CORPORATE SEAL]

BI-LO, INC.

("Assignor")

By: [Signature]
Title: VP of Finance

BI-LO BRANDS, INC.

("Assignee")

By: [Signature]
Title: Director

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

BEFORE ME, the undersigned authority, on this day personally appeared Harold Hunt, VP of Finance of BI-LO, Inc. to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 8th day of October, 1999.

Wanda Robyn Harris
Notary Public
My Commission Expires: 6/14/09

[NOTARIAL SEAL] Wanda Robyn Harris

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

BEFORE ME, the undersigned authority, on this day personally appeared Ron Hall, Director of BI-LO Brands, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 8th day of October, 1999.

Wanda C. James
Notary Public My Commission Expires
My Commission Expires: June 9, 2009

[NOTARIAL SEAL]

EXHIBIT A**FEDERAL TRADEMARK APPLICATIONS AND REGISTRATIONS**

MARK	SERIAL OR REG. NO.	FILING OR REG. DATE	GOODS
A DELICIOUS EXPERIENCE	2,196,594	10/13/98	Pasta, pasta salads, sandwiches, pizza, and sauces.
A DELICIOUS EXPERIENCE	2,216,708	01/05/99	Meats, rotisserie chicken, prepared fruits, prepared vegetables, vegetable salads, fruit salads, and meat salads.
BABY BONUS CLUB	76/054,587	05/23/00	Diapers.
BATH SENSATIONS	2,261,504	07/13/99	Skin soap and body wash.
BI-LO (WORD MARK)	1,888,664	04/11/95	Processed fruits and vegetables; jellies, jams; eggs, milk, cheeses, butter, and margarine.
BI-LO (AND DESIGN)	1,929,328	10/24/95	Processed fruits and vegetables; jellies, jams; eggs, milk, cheeses, butter, and margarine.
BI-LO (AND DESIGN) (BABY BULL)	2,123,620	12/23/97	Coloring books, crayons, stickers, pencils, pencil cases, comic books, and magazines and newsletters for children.
BI-LO BABY BULL	2,286,598	02/18/98	Cookies.
BI-LO BABY BULL BUDDIES	2,110,820	11/04/97	Coloring books, crayons, stickers, pencils, pencil cases, comic books, and children's magazines and newsletters.
THE BI-LO BABY BULL BUDDIES (AND DESIGN)	2,112,406	11/11/97	Coloring books, crayons, stickers, pencils, pencil cases, comic books, and children's magazines and newsletters.
BONUS CARD (TWO WORDS)*	2,200,172	10/27/98	Card (not magnetically encoded) for use in tracking retail purchases for consumers for awarding discounts, purchase incentives, and awards to consumers and/or their designees.
BONUSCARD (ONE WORD)*	2,113,043	11/11/97	Non-magnetically encoded card for use in tracking retail purchases for consumers for awarding discounts, purchase incentives, and awards to consumers and/or their designees.
CIN-NA-MON BUNS	76/067,926	06/12/00	Bakery goods.
FURRY FLYER	2,124,398	12/23/97	Newsletters, pamphlets, leaflets, booklets, brochures and books concerning animals.
THE FURRY FLYER	2,140,736	03/03/98	Newsletters, pamphlets, leaflets, booklets, brochures and books concerning animals.
GENTLE-STRETCH	2,132,254	01/27/98	Disposable baby diapers.
GOLD STAR MEATS (WORD MARK)**	2,074,813	07/01/97	Fresh meats, fish, and poultry in packaged form.
GOLD STAR MEATS (AND DESIGN)**	2,074,812	07/01/97	Fresh meats, fish, and poultry in packaged form.
GUARANTEED FRESH OR I'LL DOUBLE YOUR MONEY BACK	75/581,226	11/02/98	Fresh fruits and fresh vegetables.
HARVEST CHOICE (Assigned to BI-LO)	1,529,949	03/14/89	Fruit juices.

EXHIBIT A**FEDERAL TRADEMARK APPLICATIONS AND REGISTRATIONS**

MARK	SERIAL OR REG. NO.	FILING OR REG. DATE	GOODS
HARVEST CHOICE	2,167,798	06/23/98	Applesauce; processed asparagus; processed beans; processed corn; cranberry sauce; french fried potatoes; canned fruits; frozen fruits; canned sliced fruits; canned cut fruits; processed mushrooms; processed peaches; processed potatoes; sauerkraut; tomato paste; tomato puree; canned tomatoes; cooked tomatoes; processed tomatoes; pickled vegetables; canned cut vegetables; canned sliced vegetables; and processed vegetables.
HARVEST CHOICE	75/731,906	06/18/99	Spices.
HEALTHY RECIPE	2,151,536	04/14/98	Soups.
KRUNCHLINE	2,271,205	08/17/99	Corn-based snack foods, namely, cheese balls, cheese sticks, cheese curls, caramel popped corn, buttered popped corn, cheese popped corn, sour cream onion rings and tortilla chips; pretzels.
KRUNCH LINE (AND DESIGN)	2,263,787	07/20/99	Corn-based snack foods, namely, cheese balls, cheese sticks, cheese curls, caramel popped corn, buttered popped corn, cheese popped corn, sour cream onion rings and tortilla chips; pretzels.
NATURAL TOUCH	2,282,059	09/28/99	Feminine hygiene pads, sanitary pads, and sanitary napkins.
ORCHARD HARVEST	2,000,199	09/10/96	Fruit juices and fruit juice concentrates; namely, canned, bottled and frozen fruit juices and fruit juice concentrate, specifically apple; grape; lemon; prune; orange; pineapple; cranberry and grapefruit.
PREFERRED CUISINE	76/034,495	04/25/00	Frozen entrees comprised primarily of steak, chicken, chicken pot pie, beef, meatloaf, pasta, prepared vegetables, macaroni and cheese, and rice.
PURE POWER	2,072,449	06/17/97	All-purpose cleaners, laundry detergents, toilet soaps, laundry bleach, and liquid scouring compounds.
PURE POWER	75/795,818	09/08/99	Paper towels.
PURE SOFTNESS	2,102,313	09/30/97	Pre-moistened baby towelettes.
PURE SOFTNESS	2,121,584	12/16/97	Fabric softeners.
PURE SOFTNESS	75/795,819	09/08/99	Toilet paper and facial tissue.
SHAKEAWAY	76/002,555	03/17/00	Nutritional and dietary drinks for use as meal replacements.
SOUTHERN HEARTH	2,216,656	01/05/99	Bakery goods, breads, buns, rolls, cakes, cookies, muffins, donuts, bagels, pies, and pastries.
VINCE'S AT BI-LO	2,359,032	06/20/00	Pizza, pasta, pasta salads, sandwiches and sauces.

EXHIBIT A

FEDERAL TRADEMARK APPLICATIONS AND REGISTRATIONS

MARK	SERIAL OR REG. NO.	FILING OR REG. DATE	GOODS
VINCE'S AT BI-LO	2,369,693	07/25/00	Meats, cheeses, prepared fruits, prepared vegetables, pickles, vegetable salads, fruit salads, and meat salads.
WALTER	1,886,248	03/28/95	Fresh fruits and vegetables; live plants and flowers.
WALTER	1,886,247	03/28/95	Fresh fruits and vegetables; live plants and flowers.
WALTER'S FRESH	2,063,770	05/20/97	Fresh fruits and vegetables.

EXHIBIT A**ABANDONED FEDERAL TRADEMARK APPLICATIONS**

MARK	SERIAL OR REG. NO.	FILING OR REG. DATE	GOODS
BABY BULL	75/212,325	12/12/96	Coloring books, crayons, stickers, magnets, buttons, flying disks, pencils, pencil bags, balloons and comic books, publications, and printed matter.
BABY BULL	75/212,348	12/12/96	Coloring books, crayons, stickers, magnets, buttons, flying disks, pencils, pencil bags, balloons and comic books, publications, and printed matter.
BI-LO BABY BULL BUDDIES	75/299,124	05/28/97	Cookies.
CHEF'S GOURMET	74/690,065	06/16/95	Meats, cheeses, prepared fruits and prepared vegetables.
CHEF'S GOURMET	74/690,066	06/16/95	Breads, pastries, cookies, cakes, pies, rolls, bagels, and doughnuts.
CHEF'S GOURMET	74/690,067	06/16/95	Meats, cheeses, prepared fruits and prepared vegetables.
CHEF'S GOURMET	74/690,068	06/16/95	Breads, pastries, cookies, cakes, pies, rolls, bagels, and doughnuts.
DESIGN (FOR BUTTERCUP)	75/212,325	12/12/96	Coloring books, crayons, stickers, magnets, buttons, flying disks, pencils, pencil bags, balloons and comic books, publications, and printed matter.
DESIGN (FOR POLAR BEAR)	75/212,347	12/12/96	Coloring books, crayons, stickers, magnets, buttons, flying disks, pencils, pencil bags, balloons and comic books, publications, and printed matter.
EVER STRONG	75/488,467	05/20/98	Paper and plastic plates, bowls and cups.
PREFERRED CUSTOMER CARD	75/124,998	06/25/96	Encoded card for use in tracking retail purchases for consumers for awarding discounts, purchase incentives, and awards to consumers and/or their designee.
PURE SOFTNESS	74/704,152	07/21/95	Household surface cleaning preparations.
ROLL CALL	75/488,470	05/20/98	Bathroom tissue and paper towels.
SOFT BY DESIGN	75/535,040	08/12/98	Paper napkins and facial tissue.
STUFFED POUCHES	75/160,870	09/04/96	Breads containing meats, cheeses, vegetables and/or fruits.
VINCE'S FAMOUS SELF-RISING PIZZA	75/453,740	03/20/98	Pizza.
WALTER CERTIFIED FRESH	75/343,140	08/19/97	Fresh fruits, vegetables, fruit salads, garden salads, and vegetable salads.
WALTER'S FRESH	74/690,063	06/16/95	Fresh fruits and vegetables.
WALTER'S PRODUCE	75/343,146	08/19/97	Fresh fruits, vegetables, fruit salads, garden salads, and vegetable salads.

EXHIBIT A

CANCELLED/EXPIRED FEDERAL TRADEMARK REGISTRATIONS

MARK	SERIAL OR REG. NO.	FILING OR REG. DATE	GOODS
FARM PRIDE	1,036,316	03/23/76	Milk.
FARM PRIDE (Renewal No. 1,049,165)	931,429	03/28/72 (Renewed)	Fresh eggs, ice cream and ice milk, cheese and margarine.
GOLDEN MAGIC	990,947	08/13/74	Food products, namely, cakes, breads, po- tato chips, corn chips, and cheese twists.

STATE TRADEMARK REGISTRATIONS

MARK	REGISTRATION NO.	REGISTRATION DATE	DESCRIPTION OF GOODS
THE BAKER'S BASKET (Georgia)	T6189	08/17/85	Foods and ingredients of foods.
THE BAKER'S BASKET (South Carolina)	N/A	09/10/85	Foods and ingredients of foods.
GOLDEN MAGIC (South Carolina)	N/A (Cancelled)	Unknown	Foods and ingredients of foods.

* Subject to Settlement Agreement dated March 25, 1998, between BI-LO, Inc. and The Great Atlantic & Pacific Tea Company, Inc.

** Subject to Settlement Agreement dated April 11, 1997, between BI-LO, Inc. and Conagra Brands, Inc.

EXHIBIT B**FEDERAL SERVICE MARK APPLICATIONS AND REGISTRATIONS**

MARK	SERIAL OR REG. NO.	FILING OR REG. DATE	SERVICES
BABY BONUS CLUB	76/054,586	05/23/00	Retail grocery store services.
BABY FIRST CLUB	2,147,772	03/31/98	Retail grocery store services.
BEVERAGE DEPOT	2,396,677	10/17/00	Retail grocery store services.
BI-LO (WORD MARK)	1,880,217	02/21/95	Retail grocery store services.
BI-LO (AND DESIGN)	1,881,026	02/28/95	Retail grocery store services.
BI-LO BOOSTERS	76/054,585	05/23/00	Charitable fund raising.
BONUS CARD (TWO WORDS)*	2,200,171	10/27/98	Promoting the sale of the goods and services of others by awarding discounts, purchase incentives, and awards for encoded card use.
BONUSCARD (ONE WORD)*	2,200,184	10/27/98	Promoting the sale of the goods and services of others by awarding discounts, purchase incentives, and awards for encoded card use.
DEFINING WINES	75/756,771	07/21/99	Retail grocery store services.
DESIGN (FOR BONUS POINTS)	2,274,182	08/31/99	Retail grocery store services featuring a program in which points are accumulated by patrons to be used for discounts, purchase incentives, awards or future purchases.
THE DRUGSTORE AT BI-LO	75/877,729	12/20/99	Retail pharmacy services.
GUARANTEED FRESH OR I'LL DOUBLE YOUR MONEY BACK	75/573,222	10/20/98	Retail grocery store services.
IT'S THE RIGHT PRESCRIPTION	2,398,127	10/24/00	Retail pharmacy services.
THE NAME FITS	1,661,254	10/15/91	Retail grocery store services.
PLATINUM PROCESSING	75/569,586	10/12/98	Non-platinum based film processing, photo finishing, photographic film developing, and photographic print processing.
POLAR PETE	2,119,810	12/09/97	Retail grocery store services.
RED FOOD STORES (Assigned to BI-LO)	1,004,397 (Renewal)	02/11/75	Retail grocery store services.
SOUTHERN HEARTH	2,270,881	08/17/99	Retail bakery services.
WALTER'S WAY (WORD MARK)	2,355,276	06/06/00	Retail grocery store services.
WALTER'S WAY (STYLIZED)	75/794,149	09/08/99	Retail grocery store services.
V-I-N-C-E-S V	1,498,129	07/26/88	Restaurant services.
VINCE'S	2,361,097	06/27/00	Restaurant and delicatessen services.
VINCE'S AT BI-LO	2,361,096	06/27/00	Restaurant and delicatessen services.

EXHIBIT B**ABANDONED FEDERAL SERVICE MARK APPLICATIONS**

MARK	SERIAL OR REG. NO.	FILING OR REG. DATE	SERVICES
BABY FIRST CLUB (and Design)	75/309,772	06/16/97	Retail grocery store services.
BONUSPOINTS	75/501,828	06/15/98	Retail grocery store services featuring a program in which points are accumulated by patrons to be used for discounts, purchase incentives, awards, or future purchases.
BONUSPOINTS (and Design)	75/501,837	06/15/98	Retail grocery store services featuring a program in which points are accumulated by patrons to be used for discounts, purchase incentives, awards or future purchases.
BUTTERCUP	75/212,346	12/12/96	Retail grocery store services.
KID STUFF	75/212,341	12/12/96	Retail grocery store services.
MEALS IN MINUTES	75/315,196	06/26/97	Retail grocery store services.
PREFERRED CUSTOMER CARD	75/124,999	06/25/96	Tracking of retail purchases for consumers for awarding discounts, purchase incentives, and awards to consumers and/or their designee.
QUALITY DOESN'T HAVE TO BE EXPENSIVE	Serial No. Not Yet Assigned. Investigation Pending. (Filed 10/13/00)		Retail grocery store services.
SOUTHERN HEARTH	75/175,964	10/02/96	Retail bakery services.
WALTER CERTIFIED FRESH	75/343,141	08/19/97	Retail grocery store services.
WALTER'S PRODUCE	75/343,139	08/19/97	Retail grocery store services.

CANCELLED/EXPIRED FEDERAL SERVICE MARK REGISTRATIONS

MARK	SERIAL OR REG. NO.	FILING OR REG. DATE	SERVICES
(DESIGN MARK) ("The mark consists of two three-dimensional steers placed above applicant's store signs.")	960,632	06/05/73	Grocery store services.
RED FOOD	1,714,394	09/08/92	Retail supermarket store services.
RED FOOD II FAMILY CENTER	1,808,205	11/30/93	Retail supermarket store services.

EXHIBIT B

STATE SERVICE MARK REGISTRATIONS

MARK	REGISTRATION NO.	REGISTRATION DATE	DESCRIPTION OF SERVICES
BAKER'S BASKET (South Carolina)	N/A	09/10/85	Miscellaneous services.

* Subject to Settlement Agreement dated March 25, 1998, between BI-LO, Inc. and The Great Atlantic & Pacific Tea Company, Inc.