

TRADEMARKS ONLY



TRADEMARKS ONLY

To the F  
Please re

101598847

1-29-01

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

**Fred Meyer, Inc.**

Entity:

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

3. Interest Conveyed:

- Assignment       Change of Name
- Security Agreement       Merger
- Other

Execution Date: **June 5, 1999**

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

Name: **Smith's Food & Drug Centers, Inc.**

Address: **1550 S. Redwood City Road  
Salt Lake City, Utah 84104**

Entity:

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

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)

**1,550,362  
1,861,273**

5. Please mail documents back to:

Calendar/Docketing Dept.  
Pillsbury Winthrop LLP  
Post Office Box 7880  
San Francisco, CA 94120-7880

6. Number of applications and registrations involved: **Two (2)**

7. Amount of fee enclosed: **\$65.00**

8. If above amount is missing or inadequate, charge deficiency to our Deposit Account No. 03-3975 under Order No. **087401-020-0563; 009-8795/LCG/SLT**

01/30/2001 AHMED1 00000036 1550362

01 FC:481      40.00 00  
02 FC:482      25.00 00

DO NOT USE THIS SPACE

65E

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.

Total number of pages including cover sheet, attachments and document.      **3**  
(excluding duplicate cover sheet)

Signature

Attorney: **Laura C. Gustafson**  
Date: **January 11, 2001**  
Atty/Sec: \_\_\_\_\_

Tel: **(415) 983-6318**  
Fax: **(415) 983-1200**

File in **DUPLICATE** with post card receipt

**TRADEMARK**  
**REEL: 002224 FRAME: 0675**

## BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

This Bill of Sale and Assignment and Assumption Agreement (this "Agreement") is executed and delivered as of this 5th day of June, 1999, by Fred Meyer, Inc., a Delaware corporation ("Seller"), in favor of Smith's Food & Drug Centers, Inc., a Delaware corporation ("Buyer").

1. Conveyance and Assignment. In consideration for ~~three~~(3) shares of Buyer's Common Stock, Seller hereby sells, conveys, transfers, assigns and delivers to Buyer, all of its right, title and interest in and to all of the assets of Fry's Food Stores of Arizona, Inc., a California corporation, (the "Assets") to have and to hold such Assets unto Buyer to and for its own use and benefit forever from the date hereof.

2. Assumption. In consideration of the foregoing conveyances and assignments and other good and valuable consideration, the receipt and adequacy and sufficiency of which are hereby acknowledged, from and after the date of this Agreement, Buyer hereby assumes and agrees to pay, perform and discharge, when due, all of the liabilities of Fry's Food Stores of Arizona, Inc. (the "Assumed Liabilities").

3. Binding Effects; Benefits. The terms and conditions of this Agreement shall inure to the benefit of and shall be binding upon the parties hereto and the respective successors and assigns of the parties hereto.

4. Further Assurances. Buyer and Seller shall, from time to time, do and perform such further acts and execute and deliver such further instruments, assignments and documents as may be required or reasonably requested by either party to establish, maintain or protect the respective rights of the parties to carry out and to effect the intentions and purposes of this Agreement.

5. Third Party Beneficiaries. The parties agree that there are no third party beneficiaries of the provisions of this Agreement and none of the provisions hereof shall be deemed to inure to the benefit of any person not a party hereto.

6. Bulk Transfer Laws. Buyer hereby waives compliance by Seller with the provisions of any so-called "bulk transfer law" of any jurisdiction in connection with the sale of the Assets to the Buyer.

7. Governing Law. The validity, performance and enforcement of this Agreement shall be governed by the laws of the State of New York without giving effect to the principles of conflicts of law thereof.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by parties on its behalf on the date first above written.

FRED MEYER, INC.

By: 

Name: Paul W. Heldman

Title: Vice President

SMITH'S FOOD & DRUG CENTERS, INC.

By: 

Name: Paul W. Heldman

Title: Vice President

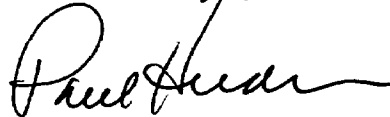
0269494.01

TRADEMARK  
REEL: 002224 FRAME: 0677

ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Fred Meyer, Inc. (a Delaware corporation) assigns, transfers and conveys to Smith's Food & Drug Centers, Inc. (a Delaware corporation), effective nunc pro tunc June 5, 1999 all right, title and interest in and to the names and marks listed on Schedule A, the registrations therefore and 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.

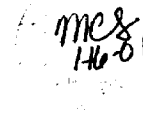
Fred Meyer, Inc.



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Paul Heldman  
Vice President and Secretary

January 16, 2001  
(date)



SCHEDULE A

MARK

U.S. REGISTRATION NO.

FRY'S GOLDEN GRAIN and Design

1,550,362

FRY'S FOOD and DRUG

1,861,273

50 FREMONT STREET SAN FRANCISCO, CA 94105-2228 415.983.1000 F: 415.983.1200  
MAILING ADDRESS: P. O. BOX 7880 SAN FRANCISCO, CA 94120-7880

January 23, 2001

Laura C. Gustafson  
415.983.6318

lgustafson@PillsburyWinthrop.com

VIA FIRST-CLASS MAIL

U.S. Patent and Trademark Office  
Office of Public Records  
Attn: Customer Services Counter  
1213 Jefferson Davis Highway, 3<sup>rd</sup> Floor  
Arlington, VA 22202

Re: Fry's Food Stores of Arizona, Inc. – merger – Fred Meyer, Inc.  
Fred Meyer assignment of marks to Smith's Food & Drug Centers, Inc.  
Our Attorney Ref. No. 087401-020-0563/0098795/LCG/SLT/LCG/SLT

Dear Sir or Madam:

Enclosed, please find the necessary documents for the Recordation of Merger of Fry's Food Stores of Arizona, Inc. into Fred Meyer, Inc. Additionally enclosed, please find the appropriate executed forms for recording the assignment of marks from Fred Meyer, Inc. to Smith's Food & Drug Centers, Inc. for the marks FRY'S FOOD GOLDEN GRAIN (RN 1550362) and FRY'S FOOD & DRUG (1861273).

Also enclosed are:

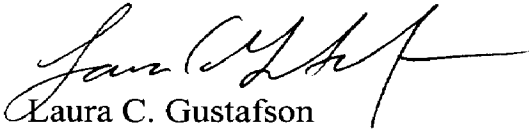
1. Two checks in the amount of \$65.00 each in payment of the filing fee;
2. One Certificate of Mailing;
3. Two self-addressed stamped postal acknowledgment cards.

Please charge any underpayment or credit any overpayment to Deposit account No. 03-3975, Order No. 087401-020-0563/0098795/LCG/SLT/LCG/SLT



U.S. Patent and Trademark Office  
January 23, 2001  
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Respectfully submitted,

  
Laura C. Gustafson

Enclosures

cc: Richard L. Kirkpatrick w/o encs.