

08-08-2001

Docket No.:



Tab settings

To the Honorable Commissioner of Patents

101804428

Attached original documents or copy thereof.

1. Name of conveying party(ies):

Delhaize America, Inc.

08/02/01

- Individual(s)
- General Partnership
- Corporation-State North Carolina
- Other
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: July 25, 2001

2. Name and address of receiving party(ies):

Name: FL Food Lion, Inc.

Internal Address:

Street Address: 2110 Executive Drive, P.O. Box 1330

City: Salisbury State: NC ZIP: 28145-1330

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Florida
- Other

If assignee is not domiciled in the United States, a domestic designation is Yes N (Designations must be a separate document from Additional name(s) & address(es) Yes N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

See attached rider

B. Trademark Registration No.(s)

1,562,117

Additional numbers Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Janet P. Peyton, Esq.

Internal Address: McGuire, Woods LLP

Street Address: 901 East Cary Street, One James Center

City: Richmond State: VA ZIP: 23219-4030

6. Total number of applications and registrations involved:.....

7

7. Total fee (37 CFR 3.41):.....\$ 190.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

08/07/2001 DBYRNE 00000182 1562117

DO NOT USE THIS SPACE

01 FC:481 40.00 DP
02 FC:442 150.00 DP

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.

Janet P. Peyton

Name of Person Signing

Signature

July 25, 2001

Date

Total number of pages including cover sheet, attachments, and

6

TRADEMARK

RIDER

Applications

75/226,657

75/290,197

75/332,694

76/025,571

76/052,591

76/067,085

UNITED STATES TRADEMARK AND SERVICE MARK ASSIGNMENT

This Trademark and Service Mark Assignment (the "Assignment") is made by Delhaize America, Inc., a corporation duly existing and organized under the laws of the State of North Carolina, with its principal place of business at 2110 Executive Drive, Salisbury, NC 28145-1330 ("Assignor") to FL Food Lion, Inc., a corporation duly existing and organized under the laws of the State of Florida, with its principal place of business at 2110 Executive Drive, Salisbury, NC 28145-1330 ("Assignee").

WHEREAS, Assignor has adopted and used and is the owner of the trademarks and service marks, and trademark and service mark applications and registrations set forth on Exhibit A attached hereto and incorporated herein by reference (collectively the "Marks"), together with the good will of the business symbolized thereby.

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, all of Assignor's right, title and interest in and to the Marks, together with the good will of the business symbolized thereby.

NOW, THEREFORE, in consideration of the premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor has agreed to sell and has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and to the Marks together with the good will of the business symbolized thereby, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives.

2. Title. Assignor hereby represents and warrants that it has not previously granted any license, right or privilege with regard to the Marks, or in any other way encumbered the same, and that Assignor has the full right to convey, free of licenses

and encumbrances, all right, title and interest in and to the Marks, and has full power to make and execute this Assignment.

3. Right to Sue for Past Infringement. Assignor also assigns to Assignee all claims for past damages by reason of past infringement or misappropriation of the Marks, with the right to sue for and collect same for its own use and behalf and for the use and on behalf of Assignee's successors, assigns and legal representatives.

4. Cooperation. Assignor agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Assignee to effectuate more fully the transactions contemplated by this Assignment.

5. Binding Effect. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successors, assigns and other legal representatives.

6. Effective Date. This Assignment shall be effective as of July 25, 2001.

Delhaize America, Inc. (Assignor)

By: 

Name: G. LYNN EVANS

Title: ASST. SECRETARY

FL Food Lion, Inc. (Assignee)

By: 

Name: R. Glenn Dixon, Jr.

Title: Vice President

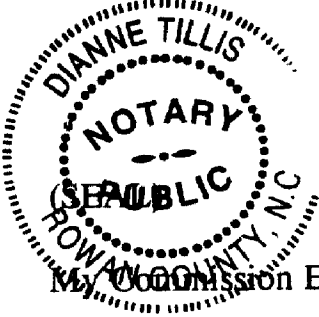
STATE OF North Carolina

SS.

COUNTY OF Rowan)

On this 25th day of July, 2001, before me, Dianne Tillis, a Notary Public in and for said state, personally appeared R. Lynn Evans known to be to be the person who executed the within instrument on behalf of Delhaize America, Inc. and acknowledged to me that he executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



Dianne Tillis
Notary Public

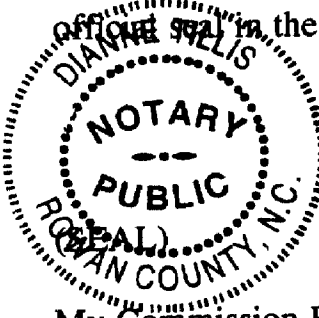
STATE OF North Carolina

SS.

COUNTY OF Rowan)

On this 25th day of July, 2001, before me, Dianne Tillis, a Notary Public in and for said state, personally appeared R. Glenn Dixon, Jr. known to be to be the person who executed the within instrument on behalf of FL Food Lion, Inc. and acknowledged to me that he executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



Dianne Tillis
Notary Public

My Commission Expires: July 8, 2006

EXHIBIT A

APPLICATIONS

<u>Name of Mark</u>	<u>Application No.</u>	<u>Filing Date</u>
THE OFFICIAL SUPERMARKET OF RACING	75/226,657	January 15, 1997
WHERE RACEFANS SHOP FOR GROCERIES	75/290,197	May 9, 1997
SURE ZIP	75/332,694	July 29, 1997
FARMER'S GARDEN FRESH PRODUCE and design	76/025,571	April 14, 2000
ISN'T IT BUTTER?	76/052,591	May 19, 2000
LION CUBS	76/067,085	June 8, 2000

REGISTRATION

<u>Name of Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
FOOD LION	1,562,117	October 24, 1989