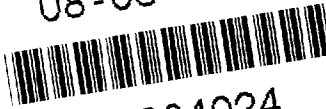


TRADEMARK
08-08-2001



101804024

Tab settings

To the Honorable Commissioner of Patent

ached original documents or copy thereof.

1. Name of conveying party(ies):

Delhaize America, Inc.

8-1-0

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)
- General Partnership
- Corporation-State North Carolina
- Other

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

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

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

3. Nature of conveyance:

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

Execution Date: July 25, 2001

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

A. Trademark Application No.(s)

See attached rider

B. Trademark Registration No.(s)

See attached rider

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: McGuireWoods LLP

Street Address: 901 East Cary Street, One James Center

City: Richmond State: VA ZIP: 23219-4020

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

21

7. Total fee (37 CFR 3.41):.....\$ 540.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

08/07/2001 TBIAZ1 00000188 75933273

01 FC:481 40.00 DP
02 FC:482 500.00 DP

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 27, 2001

Date

Total number of pages including cover sheet, attachments, and

6

TRADEMARK

RIDER

Applications

75/933,273
76/048,692
76/075,608

Registrations

1,532,732
1,533,907
1,534,160
1,534,561
1,552,177
1,554,968
1,554,929
1,555,907
1,557,558
1,557,579
1,558,705
1,560,829
1,864,491
1,885,464
2,065,979
2,233,058
2,286,074
2,345,860

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 ("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 ("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.

Delhaize America, Inc. (Assignor)

By: 

Name: G. LINN EVANS

Title: ASST. SECRETARY

FL Food Lion, Inc. (Assignee)

By: 

Name: R. Glenn Dixon, Jr.

Title: Vice President

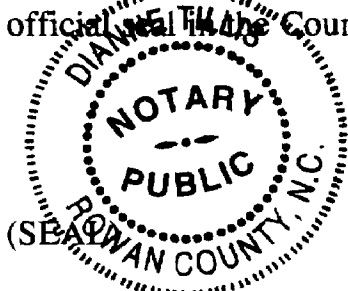
STATE OF North Carolina)

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 G. Linn 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

My Commission Expires: July 8, 2006

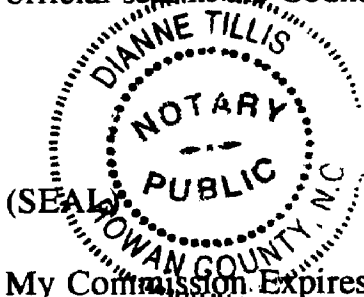
STATE OF North Carolina

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

U.S. TRADEMARK APPLICATIONS/REGISTRATIONS

APPLICATIONS

Mark	Application No.	Filing Date
WORMBURNER OPEN & Design	75/933,273	March 2, 2000
WE DON'T THINK IT'S FUNNY TO WASTE TIME OR MONEY	76/048,692	May 12, 2000
FOOD LION	76/075,608	June 23, 2000

REGISTRATIONS

Mark	Registration No.	Registration Date
FOOD LION	1,532,732	April 4, 1989
FOOD LION	1,533,907	April 11, 1989
FOOD LION	1,534,160	April 11, 1989
FOOD LION	1,534,561	April 11, 1989
FOOD LION	1,552,177	August 15, 1989
FOOD LION	1,554,968	September 5, 1989
FOOD LION	1,554,929	September 5, 1989
FOOD LION	1,555,907	September 12, 1989
FOOD LION	1,557,558	September 26, 1989
FOOD LION	1,557,579	September 26, 1989
FOOD LION	1,558,705	October 3, 1989
FOOD LION	1,560,829	October 17, 1989
FOOD LION	1,864,491	November 29, 1994
GOLD LION GUARANTEE	1,885,464	March 21, 1995
STOCK 'N SAVE	2,065,979	May 27, 1997
OUR BEST QUALITY - YOUR BEST VALUE	2,233,058	March 16, 1999
WHERE RACE FANS SHOP FOR GROCERIES	2,286,074	October 12, 1999
ANIMAL STUFF & Design	2,345,860	April 25, 2000