

10-02-2001



101863986

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New *09/27/01*

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger Effective Date
Month Day Year

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

10/01/2001 TDIAZ3 00000058 76289393

01 FC:481 40.00 OP

02 FC:482 6225.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK

REEL: 002376 FRAME: 0482

Domestic Representative Name and Address Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

| Trademark Application Number(s) | | | Registration Number(s) | | |
|--|--|--|--------------------------------------|--------------------------------------|--------------------------------------|
| <input type="text" value="76-289393"/> | <input type="text" value="76-289497"/> | <input type="text" value="76-250937"/> | <input type="text" value="2407988"/> | <input type="text" value="2326602"/> | <input type="text" value="2384226"/> |
| <input type="text" value="76-163984"/> | <input type="text" value="76-159341"/> | <input type="text" value="76-119306"/> | <input type="text" value="2347898"/> | <input type="text" value="2395172"/> | <input type="text" value="2374796"/> |
| <input type="text" value="76-116163"/> | <input type="text" value="76-116162"/> | <input type="text" value="76-116161"/> | <input type="text" value="2316781"/> | <input type="text" value="2311444"/> | <input type="text" value="2285375"/> |

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) #

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Kirt S. O'Neill *Kirt S. O'Neill* 9-20-01
Name of Person Signing Signature Date Signed

Continuation of Item 4 – Trademark Application Numbers

| | | |
|-----------|-----------|-----------|
| 76-114771 | 75-788192 | 75-317500 |
| 75-942202 | 75-758838 | 75-293057 |
| 75-942201 | 75-754661 | 75-285759 |
| 75-932206 | 75-738689 | 74-271747 |
| 75-930775 | 74-736862 | 76-265768 |
| 75-928791 | 75-730836 | 76-265767 |
| 75-921962 | 75-730835 | 76-265766 |
| 75-921961 | 75-694974 | 76-265765 |
| 75-921960 | 75-694123 | 76-264486 |
| 75-906043 | 75-674444 | 75-254876 |
| 75-853084 | 75-672805 | 75-205637 |
| 75-847873 | 75-664540 | 75-142712 |
| 75-818019 | 75-577220 | 75-142711 |
| 73-808913 | 75-577219 | 76-114762 |
| 75-807863 | 74-575074 | 76-113144 |
| 75-807862 | 75-571977 | 76-113143 |
| 73-803632 | 75-540744 | 76-113140 |
| 73-803541 | 75-537668 | 75-101860 |
| 73-803140 | 74-472652 | 76-093703 |
| 73-803072 | 75-459228 | 76-089741 |
| 73-803071 | 74-433792 | 75-086993 |
| 75-800994 | 74-433274 | 76-085457 |
| 75-800993 | 74-411394 | 76-082354 |
| 75-799897 | 75-393888 | 75-056807 |
| 75-799896 | 73-369112 | 76-048920 |
| 75-799895 | 75-368461 | 76-048366 |
| 75-799894 | 74-358873 | 76-048365 |
| 75-791663 | 75-349658 | 75-031355 |
| 75-791656 | 75-349657 | 76-026785 |
| 75-791654 | 75-335232 | 74-024619 |
| 75-788194 | 75-319715 | 74-024550 |
| 75-788193 | 75-317502 | |

Continuation of Item 4 – Trademark Registration Numbers

| | | | |
|---------|---------|---------|---------|
| 2326733 | 1812538 | 1573666 | 1059510 |
| 2263774 | 1896584 | 1570058 | 1048231 |
| 2222920 | 2151066 | 1537807 | 1041122 |
| 2261631 | 1780712 | 1537709 | 968306 |
| 2265673 | 1714541 | 1536703 | 1049285 |
| 2267680 | 1701448 | 1530250 | 965785 |
| 2257909 | 1703555 | 1519398 | 949161 |
| 2278369 | 1906811 | 1519324 | 932646 |
| 2226766 | 1651658 | 1501720 | 945306 |
| 2283741 | 1662838 | 1496149 | 944083 |
| 2357993 | 1647548 | 1496235 | 932959 |
| 2176150 | 1650255 | 1501524 | 916386 |
| 2179193 | 1623930 | 1502476 | 903190 |
| 2239269 | 1693367 | 1499026 | 908172 |
| 2234711 | 1631954 | 1522012 | 889086 |
| 2171740 | 1650917 | 1484698 | 883487 |
| 2216615 | 1651599 | 1495311 | 872296 |
| 2098238 | 1652526 | 1480971 | 867660 |
| 2167978 | 1646165 | 1482574 | 899769 |
| 2051622 | 1580691 | 1470850 | 863633 |
| 2202435 | 1585982 | 1466486 | 820873 |
| 2180969 | 1584132 | 1454539 | 823024 |
| 2146628 | 1591452 | 1470128 | 820405 |
| 2009091 | 1595745 | 1432481 | 824525 |
| 1958687 | 1580824 | 1521992 | 807336 |
| 1970575 | 1620457 | 1521991 | 798890 |
| 1977646 | 1606856 | 1423846 | 773348 |
| 1966182 | 1606855 | 1358470 | 766965 |
| 1906119 | 1606802 | 1358258 | 753136 |
| 1887620 | 1580687 | 1235373 | 744148 |
| 1886445 | 1579612 | 1176649 | 358307 |
| 1926616 | 1586162 | 1169722 | 185301 |
| 2112565 | 1582016 | 1167845 | |
| 1840693 | 1577106 | 1082824 | |
| 1867930 | 1578369 | 1063401 | |

INTELLECTUAL PROPERTY ASSIGNMENT

This AGREEMENT (hereinafter "AGREEMENT") is made and effective this 3rd day of September, 2001 (hereinafter "EFFECTIVE DATE") by and between H.E. Butt Grocery Company, a Texas corporation, whose principal place of business is at 646 South Main Avenue, San Antonio, Texas 78204 (hereinafter "ASSIGNOR"), and HEB Grocery Company, LP, a Texas limited partnership, having its principal place of business at 646 South Main Avenue, San Antonio, Texas 78204 (hereinafter "ASSIGNEE").

WHEREAS, ASSIGNOR is the owner of certain trademarks in the United States, duly registered or in the process of being registered (collectively the "MARKS" as hereinafter defined) with the U.S. Patent and Trademark Office, as shown on the attached Exhibit A;

WHEREAS, ASSIGNOR has adopted and is using the MARKS on and in connection with various retail food products and services;

WHEREAS, ASSIGNOR has been granted certain patents in the United States, duly issued (collectively the "PATENTS" as hereinafter defined) by the U.S. Patent and Trademark Office, as shown on the attached Exhibit B;

WHEREAS, ASSIGNOR is the owner of certain other intellectual property rights, including trade secrets and copyrights;

WHEREAS, ASSIGNOR is the owner of licenses of certain intellectual property rights as shown on the attached Exhibit C;

WHEREAS, ASSIGNOR is the owner of certain domain names (hereinafter "DOMAIN NAMES") as shown on the attached Exhibit D;

WHEREAS, certain assets of ASSIGNOR are or have been allocated to ASSIGNEE pursuant to that certain Plan of Merger by and among ASSIGNOR and ASSIGNEE, dated as of September 3, 2001 (the "Plan of Merger");

WHEREAS, pursuant to and in furtherance of the Plan of Merger and upon the terms and subject to the conditions of this AGREEMENT, ASSIGNOR is willing to allocate and assign unto ASSIGNEE, and confirm that it has allocated and assigned unto ASSIGNEE pursuant to the Plan of Merger, the MARKS, PATENTS, DOMAIN NAMES and all other intellectual property rights (including trade secrets, copyrights, and licenses of such intellectual property rights) of ASSIGNOR, excluding those rights expressly retained by ASSIGNOR in the Plan of Merger.

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions hereinafter set forth, and for other valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

1. Assignment of MARKS, PATENTS and DOMAIN NAMES.

- a. Pursuant to the Plan of Merger and in confirmation of the transfers effected thereunder by operation of law, ASSIGNOR hereby sells, assigns, and transfers to ASSIGNEE, and confirms that it has sold, assigned, transferred and allocated to ASSIGNEE, all right, title and interest in and to the said MARKS, PATENTS, DOMAIN NAMES and all other intellectual property rights, including trade secrets, copyrights, and licenses of such intellectual property rights worldwide (but excluding the HEB Retained Assets as defined in the Plan of Merger), together with the goodwill of the business symbolized by the MARKS, DOMAIN NAMES and all other intellectual property rights, subject to the terms and conditions set forth herein.
- b. ASSIGNEE may, at its option and at its expense, record this AGREEMENT and any other applicable documents with the U.S. Patent and Trademark Office and any other applicable offices.
- c. The ASSIGNMENT shall include, without limitation, (i) the right to sue for all past infringements of any of the foregoing; (ii) all future marks, names and domain names, which incorporate or are confusingly similar to the DOMAIN NAMES and MARKS and associated goodwill; and (iii) any and all continuations, continuations-in-part, divisionals, reexaminations, reissues, extensions, renewals and foreign counterparts of the PATENTS. ASSIGNOR hereby acknowledges, agrees and covenants that no assignment, pledge, lien, encumbrance, mortgage or license of the MARKS, PATENTS, and/or DOMAIN NAMES, or associated goodwill, shall occur during this AGREEMENT or otherwise prior to the AGREEMENT and that the AGREEMENT shall grant full and sole title free and clear of all pledges, liens, mortgages and encumbrances of any kind. ASSIGNOR hereby agrees to promptly execute, acknowledge and

deliver all of the documents, conveyance instruments and consents necessary to perfect, record and⁴ protect ASSIGNEE's right, title and interest in and to the DOMAIN NAMES, MARKS, and PATENTS and associated goodwill under the AGREEMENT to be granted. ASSIGNOR shall promptly deliver to ASSIGNEE originals of all MARKS and PATENTS and all files pertaining thereto. The obligations of this Section 1 shall be perpetual.

2. Protection of MARKS and DOMAIN NAMES.

ASSIGNEE shall use reasonable efforts to procure and maintain any and all registrations of the MARKS and DOMAIN NAMES worldwide. In this regard and to the extent reasonably requested by ASSIGNEE, ASSIGNOR shall cooperate with ASSIGNEE to enable ASSIGNEE to procure and maintain such registrations, including the execution of such documents and consents as may be necessary to accomplish such objectives.

3. Quality.

ASSIGNEE agrees that all products and services rendered under the MARKS and all content available through the DOMAIN NAMES shall be of quality at least comparable to the standards of products and services heretofore sold under the MARKS and content available through the DOMAIN NAMES.

4. Ownership of the MARKS and DOMAIN NAMES.

ASSIGNEE hereby recognizes and acknowledges ASSIGNOR's common law and statutory rights in and ownership of the MARKS, DOMAIN NAMES and all other intellectual property rights, including the PATENTS, trade secrets, copyrights, and licenses of such intellectual property rights. ASSIGNEE agrees that all use of the MARKS, PATENTS, DOMAIN NAMES and all other intellectual property rights, including trade secrets, copyrights, and licenses of such intellectual property rights by ASSIGNEE in connection with the retail food products and services rendered under the MARKS listed on Exhibit A and use of the DOMAIN NAMES listed on Exhibit C shall inure solely to the benefit of the ASSIGNOR, except as provided herein.

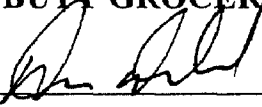
5. Governing Law.

This AGREEMENT shall be interpreted according to the laws of the State of Texas.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their duly authorized representatives as of the day and year first above written.

H.E. BUTT GROCERY COMPANY

Date:

By: 

Print Name: Dean Deckard

Title: Vice President-Controller and Secretary

Date:

HEB Grocery Company, LP

By: **HEBCO GP, LLC, its General Partner**

By: 

Print Name: Dean Deckard

Title: Secretary

EXHIBIT A

1432.0025 SAN ANTONIO 214322 v1

TRADEMARK
REEL: 002376 FRAME: 0490

U.S. TRADEMARKS

| MARK | Registration/Serial No. | International Class |
|--|--------------------------------|----------------------------|
| INCONTROL (STYLIZED) | Not yet assigned | 10 |
| RXONE (STYLIZED) | Not yet assigned | 10 |
| HILL COUNTRY FARE | 76-250937 | 3, 16, 29, 30, 31, 32 |
| HILL COUNTRY FARE | 76-163984 | 30 |
| SHOP LIKE YOU WASH STEP 1 PRE-WASH STEP 2 BRIGHTENERS STEP 3 DETERGENTS STEP 4 SOFTENERS STEP 5 FINISHING | 76-159341 | 35 |
| LOOT FOR LABELS | 76-119306 | 35 |
| HEB | 76-116163 | 39 |
| HEB | 76-116162 | 35 |
| HEB | 76-116161 | 42 |
| PRO SHOPPER | 76-114771 | 35 |
| FLYING FRUIT PUNCH | 76-114762 | 32 |
| SCREAMIN' STRAWBERRY | 76-113144 | 32 |
| CHUCKLING CHERRY | 76-113143 | 32 |
| GIGGLING GRAPE | 76-113140 | 32 |
| H-E-B FULLY COOKED SEASONED BEEF CRUMBLES | 76-093703 | 29 |
| TEX | 76-089741 | 24, 25 |
| SHOP LIKE YOU WASH | 76-085457 | 35 |
| H-E-B FULLY COOKED SLOPPY JOES (and Design) | 76-082354 | 29 |
| FULLY COOKED (and Design) | 76-048920 | 29 |
| H-E-B (and Design) | 76-048366 | 24 |
| TASTE IT. BELIEVE IT. | 76-048365 | 32 |
| TIERRA LINDA | 76-026785 | 3, 5, 29, 30, 31, 32 |
| AT YOUR SERVICE | 75-942202 | 35 |
| CENTRAL MARKET AT YOUR SERVICE | 75-942201 | 35 |
| BIG COOL BAG | 75-932206 | 16 |
| H-E-B THE BIG COOL BAG | 75-930775 | 16 |
| BORN TO EAT MEAT | 75-928791 | 29 |
| H-E-B BAKERY FRESH | 75-921962 | 30 |
| GROVES CHOICE | 75-921961 | 32 |
| GLACIA | 75-921960 | 32 |

EXHIBIT A

U.S. TRADEMARKS

| MARK | Registration/Serial No. | International Class |
|--|--------------------------------|----------------------------|
| GREAT CATCH | 75-906043 | 29 |
| CURES YOUR THIRST | 75-853084 | 32 |
| HEALTHY ATTITUDES | 75-847873 | 35 |
| H-E-B ORIGINAL COLA | 75-818019 | 32 |
| H-E-B DRY-FIT | 75-807863 | 16 |
| DRY-FIT | 75-807862 | 16 |
| CLASSIC SELECTIONS | 75-800994 | 29 |
| H-E-B CLASSIC SELECTIONS | 75-800993 | 29 |
| GOOD TO GO | 75-799897 | 35 |
| H-E-B GOOD TO GO | 75-799896 | 42 |
| GOOD TO GO | 75-799895 | 29 |
| H-E-B GOOD TO GO | 75-799894 | 29 |
| H-E-B OLD FASHIONED | 75-791663 | 32 |
| H-E-B TWIST | 75-791656 | 32 |
| H-E-B ORANGE BURST | 75-791654 | 32 |
| WILD RED | 75-788194 | 32 |
| HOLIDAY ROAST | 75-788193 | 30 |
| HERO BUY | 75-788192 | 35 |
| LIFE-STYL.ER (and Design) | 75-758838 | 35 |
| H-E-B LIFE-STYLR ER | 75-754661 | 35 |
| (Design only) | 75-738689 | 41 |
| SPRITZ | 75-730836 | 32 |
| CLASSIC COLA | 75-730835 | 32 |
| GO HOME A HERO | 2326733 | 35 |
| H-E-BUDDY | 75-694974 | 16 |
| H-E-BUDDY CRANE GAME | 2384226 | 35 |
| H-E-BUDDY | 75-694123 | 16 |
| H-E-BUDDY | 2407988 | 35 |
| SHOP ONCE. SAVE TWICE. | 2326602 | 35 |
| TASTE OF AUSTIN (and Design) | 2347898 | 30 |
| TASTE OF SAN ANTONIO (and Design) | 2395172 | 30 |
| POTEET STRAWBERRY | 2374796 | 30 |
| TEXAS SEASONS | 2316781 | 30 |
| FULLY COOKED | 75-674444 | 29 |
| GREAT'S! (and Design) | 75-672805 | 29, 30 |

EXHIBIT A

U.S. TRADEMARKS

| MARK | Registration/Serial No. | International Class |
|---|--------------------------------|--|
| THE NATURAL EDITION | 75-664540 | 35 |
| CHICKEN WORTH CROSSING THE ROAD FOR | 2311444 | 42 |
| TIERRA LINDA | 75-577220 | 3, 5, 29, 30, 31, 32 |
| TIERRA LINDA | 75-577219 | 35 |
| THE NATURAL EDITION | 75-571977 | 16 |
| HEB (and Design) | 2285375 | 41 |
| ECONOMAX | 75-540744 | 3, 4, 5, 6, 11, 16, 21, 29, 30, 31, 32 |
| TASTE OF THE HILL COUNTRY | 75-537668 | 30 |
| H-E-B CREAMY CREATIONS | 2263774 | 30 |
| LUNCH BITES | 2222920 | 29 |
| LET'S EAT (Stylized) | 75-459228 | 41 |
| BROADWAY CENTRAL MARKET | 2261631 | 35 |
| NATURE'S HARVEST | 2265673 | 35 |
| WORLD OF DIFFERENCE | 75-393888 | 30 |
| COSTS YOU LESS! (and Design) | 75-368461 | 35 |
| PERSONAL EXPRESSIONS ADVANCED SKIN CARE LOTION | 2267680 | 3 |
| PERSONAL EXPRESSIONS BEAUTY OIL | 75-349658 | 3 |
| PERSONAL EXPRESSIONS COOL BLUE | 75-349657 | 3 |
| PERSONAL EXPRESSIONS AFTERSHOWER BODY POWDER | 2257909 | 3 |
| TEXAS BOLD | 2278369 | 30 |
| CAFÉ OLE (and Design) | 75-335232 | 30 |
| EXPRESS YOURSELF | 2226766 | 31 |
| GREAT'S! FRESH MEALS FOR THE TAKING (and Design) | 75-319715 | 29, 30 |
| BROADWAY MARKET | 75-317502 | 35 |
| BROADWAY MARKET BY H-E-B | 75-317500 | 35 |
| TASTE OF TEXAS | 2283741 | 30 |
| H-E-B EXPRESS SHOPPER | 2357993 | 35 |
| H-E-B INFO EXPRESS | 75-293057 | 42 |

EXHIBIT A

U.S. TRADEMARKS

| MARK | Registration/Serial No. | International Class |
|---|--------------------------------|----------------------------|
| GREATS | 75-285759 | 29, 30 |
| FRESH TAKES | 75-254876 | 29, 30 |
| RX REMOTE | 75-205637 | 42 |
| REFILL EXPRESS | 2176150 | 35 |
| HILL COUNTRY FARE CHEWY CHUNKS & KIBBLES | 2179193 | 31 |
| PERSONAL EXPRESSIONS | 2239269 | 3, 5, 8 |
| RIO GRANDE ESPECIAL | 2234711 | 30 |
| TASTE OF SAN ANTONIO | 75-142712 | 42 |
| TASTE OF AUSTIN | 75-142711 | 30 |
| FRUIT & CREAM SENSATIONS | 2171740 | 30 |
| SPORTS QUENCHER | 75-101860 | 32 |
| MARKET SELECTIONS | 75-086993 | 29 |
| HILL COUNTRY FARE LUNCH BITES | 2216615 | 29 |
| PHOTO PLACE | 75-056807 | 1 |
| PHOTO PLACE | 2098238 | 40 |
| YOU'D THINK IT'S BUTTER! | 2167978 | 29 |
| YOUR PHARMACY FOR LIFE | 2051622 | 42 |
| PANTRY | 75-031355 | 42 |
| PANTRY FOODS | 2202435 | 42 |
| PUT BACK WHAT YOU WORK OUT | 74-736862 | 32 |
| SPORTS QUENCHER | 2180969 | 32 |
| H-E-B COMMUNITY CARE | 2146628 | 41, 42 |
| H-E-B SPORTS QUENCHER | 2009091 | 32 |
| H-E-B | 1958687 | 32 |
| DR. B | 1970575 | 32 |
| DR. B OUR OWN ORIGINAL H-E-B | 74-575074 | 32 |
| TEXAS (and Design) | 1977646 | 42 |
| NIFTY GIFTY | 1966182 | 35 |
| H.E.B. VIDEO EXPRESS | 1906119 | 42 |
| CENTRAL MARKET | 1887620 | 42 |
| CENTRAL MARKET H E B (Stylized) | 1886445 | 42 |
| PANTRY FOODS | 1926616 | 30 |

EXHIBIT A

U.S. TRADEMARKS

| MARK | Registration/Serial No. | International Class |
|--|--------------------------------|--|
| HEARTH BREAD | 74-472652 | 30 |
| H.E.B. RX EXPRESS | 2112565 | 42 |
| H-E-B (and Design) | 1840693 | 29, 30 |
| GAMEWARE | 74-433792 | 41 |
| CENTRAL MARKET HEB (and Design) | 74-433274 | 42 |
| TEXAS (and Design) | 74-411394 | 42 |
| H-E-B (and Design) | 1867930 | 4, 5, 6, 16, 21, 29, 30 |
| PARTNER CARE PLUS | 1812538 | 42 |
| PARTNER CARE PLUS (and Design) | 1896584 | 42 |
| CRISP N' SWEET | 74-358873 | 29 |
| HILL COUNTRY FARE (and Design) | 2151066 | 3, 5, 6, 16, 21, 29, 30, 32 |
| H.E.B. MARKETPLACE (Stylized) | 1780712 | 42 |
| TRUE PRIDE | 74-271747 | 3, 4, 5, 6, 9, 10, 11, 16, 21, 25, 29, 30, 31, 32, 34 |
| HEB RESOURCE (Stylized) | 1714541 | 42 |
| PARK LANE (Stylized) | 1701448 | 8 |
| RANCH COUNTRY | 1703555 | 30 |
| H.E.B. BODEGA (Stylized) | 1906811 | 42 |
| H.E.B. PRIME SOURCE | 1651658 | 35 |
| H.E.B. CHINESE KITCHEN (Block Letters) | 1662838 | 42 |
| PARK MANOR | 1647548 | 29 |
| ROYAL MAID | 1650255 | 29 |
| ROYAL MAIL (Stylized) | 1623930 | 32 |
| H-E-B RICH & LITE (and Design) | 1693367 | 30 |
| H.E.B. FIRST STORE | 74-024619 | 41, 42 |
| H.E.B A TEXAS TRADITION SINCE 1905 FIRST STORE (and Design) | 74-024550 | 41, 42 |
| V-17 | 1631954 | 42 |
| TEXAS SEASONS CHOCOLATE (and Design) | 1650917 | 30 |
| TEXAS RECIPE VANILLA (and Design) | 1651599 | 30 |

EXHIBIT A

U.S. TRADEMARKS

| MARK | Registration/Serial No. | International Class |
|--|--------------------------------|----------------------------|
| WHITE CHRISTMAS TEXAS STYLE | 1652526 | 30 |
| ROYAL MAID | 1646165 | 29 |
| H-E-B VIDEO CENTRAL | 1580691 | 41 |
| MILL CREEK FARM | 1585982 | 30 |
| PANTRY H-E-B FOODS (and Design) | 1584132 | 42 |
| H-E-B PANTRY FOODS | 1591452 | 42 |
| KIDSVILLE | 1595745 | 41 |
| H-E-B VIDEO CENTRAL | 1580824 | 42 |
| FREE V | 1620457 | 41 |
| H-E-BEAR | 1606856 | 42 |
| KIDSVILLE | 1606855 | 42 |
| H-E-BEAR | 1606802 | 41 |
| CRAIG'S VIDEO CENTRAL | 1580687 | 41 |
| RENTING A VIDEO IS AS EASY AS 1-2-3 | 73-808913 | 42 |
| CRAIG'S VIDEO CENTRAL | 1579612 | 42 |
| (Design only) | 1586162 | 41 |
| PRICING AS EASY AS 1-2-3! | 73-803632 | 42 |
| PRICE BUSTERS | 73-803541 | 41 |
| V (and Design) | 1582016 | 42 |
| FIRST RUN | 73-803140 | 41 |
| MOVIE BUCKS | 1577106 | 42 |
| HOT TITLES | 73-803072 | 42 |
| MORE VIDEOS. MORE VARIETY. MORE VALUE. | 73-803071 | 42 |
| VIDEO CENTRAL (Stylized) | 1578369 | 42 |
| FLORESVILLE TIN ROOF (and Design) | 1573666 | 30 |
| TEXAS SEASONS | 1570058 | 30 |
| H-E-B SERVING YOU SINCE 1905 (and Design) | 1537807 | 42 |
| H-E-B | 1537709 | 39 |
| SAMPLES WITH TASTE | 1536703 | 35 |
| H-E-B (and Design) | 1530250 | 42 |
| H E B | 1519398 | 42 |
| H.E.B. VIDEO SUPERSTORE | 1519324 | 42 |

EXHIBIT A

U.S. TRADEMARKS

| MARK | Registration/Serial No. | International Class |
|--|--------------------------------|----------------------------|
| THE CONVENIENCE CORNER | 1501720 | 42 |
| SELECT CIRCLE | 1496149 | 36 |
| SELECT CIRCLE | 1496235 | 41 |
| HUAJILLO HONEY AND VANILLE BEAN (and Design) | 1501524 | 30 |
| HEALTHSHARE | 1502476 | 36 |
| THE GREAT TEXAS BREAD & PASTRY FACTORY (and Design) | 1499026 | 42 |
| THE GREAT TEXAS BREAD & PASTRY FACTORY (and Design) | 1522012 | 30 |
| H.E.B. VIDEO SUPERSTORE | 1484698 | 41 |
| SELECT CIRCLE | 1495311 | 35 |
| POTEET TEXAS STRAWBERRY (and Design) | 1480971 | 30 |
| TEXAS PECAN AND MESQUITE HONEY (and Design) | 1482574 | 30 |
| TEXAS HEARTH BREADS (and Design) | 1470850 | 30 |
| TEXAS HEARTH BREADS | 1466486 | 30 |
| HILL COUNTRY PEACH (and Design) | 1454539 | 30 |
| CLASSIC DINING AT HOME (and Design) | 1470128 | 42 |
| CLASSIC DINING | 1432481 | 42 |
| CLASSIC DINING AT HOME (and Design) | 1521992 | 29 |
| CLASSIC DINING AT HOME | 1521991 | 29 |
| H-E-B CLASSIC 35 (and Design) | 1423846 | 16, 40 |
| H-E-B PHOTO PLACE (and Design) | 1358470 | 40 |
| MILL CREEK FARM (and Design) | 1358258 | 30 |
| H.E.B. HONEY TREE BAKERY (and Design) | 73-369112 | 42 |
| WESTERN CHEF (and Design) | 1235373 | 29, 30, 42 |
| (Design only) | 1176649 | 29, 30, 32 |
| FUTUREMARKET (Stylized) | 1169722 | 42 |
| H.E.B. FOODS-DRUGS (and Design) | 1167845 | 42 |
| SILVER CHIEF (and Design) | 1082824 | 31 |

EXHIBIT A

U.S. TRADEMARKS

| MARK | Registration/Serial No. | International Class |
|--|--------------------------------|----------------------------|
| LOOK AGAIN (Stylized) | 1063401 | 25 |
| PARKVALE (Stylized) | 1059510 | 32 |
| VILLAGE PARK (Stylized) | 1048231 | 29, 30, 32 |
| PARK LANE | 1041122 | 3, 5, 6 |
| PARK ROYAL (and Design) | 968306 | 30 |
| EMERALD PARK (and Design) | 1049285 | 3 |
| H.E.B. (and Design) | 965785 | 42 |
| PARK LANE (Stylized) | 949161 | 16 |
| PLAZA | 932646 | 32 |
| RANCH COUNTRY BRAND S E (and Design) | 945306 | 29 |
| SUNNY (and Design) | 944083 | 16 |
| PLAZA (and Design) | 932959 | 30 |
| VILLAGE PARK | 916386 | 32 |
| CARAVELLE (Stylized) | 903190 | 3 |
| VILLAGE PARK (Stylized) | 908172 | 28, 30 |
| PARK LANE (Stylized) | 889086 | 16 |
| PARK MANOR (and Design) | 883487 | 29 |
| ROYAL MAID (and Design) | 872296 | 30 |
| PARK MANOR (and Design) | 867660 | 30 |
| ASTRO! | 899769 | 32 |
| PARK MANOR (and Design) | 863633 | 29 |
| H.E.B. (Stylized) | 820873 | 29, 32 |
| PRIMERO (Stylized) | 823024 | 29, 30 |
| SILVER VALLEY (Stylized) | 820405 | 29, 30 |
| HARTEX (Stylized) | 824525 | 29, 30 |
| ROYAL MAID (and Design) | 807336 | 30 |
| GOLD INN (and Design) | 798890 | 29, 32 |
| SILVEX (and Design) | 773348 | 3 |
| SILVEX (and Design) | 766965 | 3 |
| SILVEX (and Design) | 753136 | 3, 5 |
| SOFTEE | 744148 | 30 |
| HAR-TEX | 358307 | 29 |
| BLUE BONNET | 185301 | 31 |
| RX EVO THE RE-EVOLUTION OF HEB PHARMACY | 76-265768 | 35 |

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U.S. TRADEMARKS

| MARK | Registration/Serial No. | International Class |
|--|--------------------------------|----------------------------|
| RX EVO THE RE-EVOLUTION OF PHARMACY | 76-265767 | 9 |
| RX EVO | 76-265766 | 35 |
| RX EVO | 76-265765 | 9 |
| LIFE TYLER | 76-264486 | 35 |

EXHIBIT A

| MARK | State | Registration No. | International Class |
|--|--------------|-------------------------|----------------------------|
| THE ROOST and Design | Texas | 5823017 | 42 |
| CHICKEN WORTH CROSSING THE ROAD FOR | Texas | 5823117 | 42 |

EXHIBIT A

EXHIBIT B

TRADEMARK

REEL: 002376 FRAME: 0501

U.S. PATENTS

| TITLE | Patent No. | Inventor(s) |
|--------------------------------------|------------|--|
| LOAD BLOCKER | 5,636,952 | RICHARD, MARK G. |
| ELECTRONIC PRICING DISPLAY SYSTEM | 4,766,295 | DAVIS, MALCOLM H. JANES, KENT A. KLEFFNER, DANIEL J. SELTZER, WILLIAM P. SPENCE, HUGH F. |

EXHIBIT B

EXHIBIT C

LICENSE AGREEMENTS

1. Trademark License Agreement between HEB and Nabisco, November 30, 1997.
2. Trademark Use Agreement between HEB and Kodak, January 2000.
3. Music License between HEB and ASCAP, _____.
4. Music License between HEB and SESAC, _____.
5. Muzak License between Taft Communications, Inc. and H.E.B. Pantry (Corp 017 - Angleton), November 7, 1990
6. Muzak License between Taft Communications, Inc. and H.E.B. (Corp 021 - Deer Park), April 19, 1990
7. Muzak License between Taft Communications, Inc. and H.E.B. (Corp 023 - Crosby), April 17, 1990
8. Muzak License between Taft Broadcasting Corporation and H.E.B. (Corp 233 - Wharton), January 18, 1990
9. Muzak License between Taft Broadcasting Corporation and H.E.B. Pantry Number 256 (Corp 256 - Columbia), January 7, 1993
10. Muzak License between Taft Communications, Inc. and H.E.B. (Corp 257 - Cleveland), May 18, 1990
11. Muzak License between Taft Broadcasting Corporation and H.E.B. Pantry Foods (Corp 267 - Texas City), March 5, 1990
12. Muzak License between Taft Broadcasting Corporation and H.E.B. Pantry Foods - Number 271 (Corp 271 - West Colombia), September 28, 1989
13. Muzak License between Taft Broadcasting Corporation and H.E.B. Pantry Foods - Number 277 (Corp 277 - Pearland), September 28, 1989
14. Muzak License between Taft Communications, Inc. and H.E.B. Pantry Foods (Corp 278 - Liberty), June 22, 1989

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15. Muzak License between Taft Broadcasting Corporation and H.E.B. Pantry Foods – Number 279 (Corp 279 - Lake Jackson), September 28, 1989
16. Muzak License between Taft Broadcasting Corporation and H.E.B. (Corp 283 - Baytown), January 18, 1990
17. Muzak License between Taft Broadcasting Corporation and H.E.B. Pantry Foods (Corp 286 - Galveston), November 6, 1989
18. Muzak License between Taft Broadcasting Corporation and H.E.B. Pantry Foods (Corp 288 - Alvin), September 29, 1989
19. Muzak Affiliate Multi-Territory Service Agreement between Texas Wired Music, Inc., d/b/a Muzak Systems of San Antonio and H.E. Butt Grocery Company (Corp 292 - Bay City), April 10, 1996
20. Muzak License between Taft Broadcasting Corporation and H.E.B. (Corp 297 - Porter), January 18, 1990
21. Muzak License between Taft Communications, Inc. and H.E.B. District/Division Offices (Corp 303 - Spring), February 7, 1992
22. Muzak License between Taft Communications, Inc. and H.E.B. Pantry Foods No. 2 (Corp 304 – Houston), January 31, 1992
23. Muzak License between Taft Communications, Inc. and H.E.B. Pantry Number 9 (Corp 305 – Clear Lake), March 10, 1992
24. Muzak License between Taft Communications, Inc. and H.E.B. Pantry Food Number 1 (Corp 306 – Houston), January 14, 1992
25. Muzak License between Taft Communications, Inc. and H.E.B. Pantry Number 1 (Corp 307 – Pasadena), January 31, 1992
26. Muzak License between Taft Communications, Inc. and H.E.B. Pantry Foods Number 3 (Corp 308 – Houston), January 31, 1992
27. Muzak License between Taft Communications, Inc. and H.E.B. Pantry Number 4 (Corp 309 – Houston), December 19, 1991
28. Muzak License between Taft Communications, Inc. and H.E.B. Pantry Number 5 (Corp 310 – Houston), January 8, 1992

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29. Muzak License between Taft Communications, Inc. and H.E.B. Pantry (Corp 311 – La Marque), April 22, 1992
30. Muzak License between Taft Communications, Inc. and H.E.B. Pantry Foods Number 2 (Corp 315 – Pasadena), January 13, 1992
31. Muzak License between Taft Communications, Inc. and H.E.B. Pantry Foods Number 6 (Corp 316 – Houston), January 31, 1992
32. Muzak License between Taft Communications, Inc. and H.E.B. Pantry Foods Number 7 (Corp 317 – Houston), January 31, 1992
33. Muzak License between Taft Communications, Inc. and H.E.B. (Corp 318 – Tomball), March 14, 1992
34. Muzak License between Taft Communications, Inc. and H.E.B. (Corp 319 – Houston), May 5, 1992
35. Muzak License between Taft Communications, Inc. and H.E.B. Pantry Number 9 (Corp 320 – Houston), February 17, 1992
36. Muzak License between Taft Communications, Inc. and H.E.B. Pantry Number 10 (Corp 321 – Houston), June 29, 1992
37. Muzak License between Taft Communications, Inc. and H.E.B. Pantry Foods Number 12 (Corp 322 – Houston), August 5, 1992
38. Muzak License between Taft Communications, Inc. and H.E.B. Pantry (Corp 323 – League City), August 5, 1992
39. Muzak License between Taft Communications, Inc. and H.E.B. (Corp 326 – Friendswood), September 16, 1992
40. Muzak License between Taft Communications, Inc. and H.E.B. (Corp 328 – Houston), September 16, 1992
41. Muzak License between Taft Communications, Inc. and H.E.B. (Corp 329 – Houston), September 16, 1992
42. Muzak License between Taft Broadcasting Company and H.E.B. Pantry Number 13 (Corp 330 – Houston), January 27, 1993
43. Muzak License between Taft Broadcasting Company and H.E.B. Pantry Store #14 (Corp 331 – Houston), December 30, 1992

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44. Muzak License between Taft Broadcasting Company and H.E.B. (Corp 335 – Houston), December 10, 1992
45. Muzak License between Taft Communications, Inc. and H.E.B. Pantry Store (Corp 336 – Harris County), November 6, 1992
46. Muzak License between Taft Broadcasting Company and H.E.B. (Corp 337 – Houston), November 27, 1992
47. Muzak License between Taft Broadcasting Company and H.E.B. (Corp 338 – Missouri City), April 9, 1993
48. Muzak Affiliate Multi-Territory Service Agreement between Texas Wired Music, Inc., d/b/a Muzak Systems of San Antonio and H.E. Butt Grocery Company (Corp 438 - Houston), July 23, 1997
49. Muzak Affiliate Multi-Territory Service Agreement between Texas Wired Music, Inc., d/b/a Muzak Systems of San Antonio and H.E. Butt Grocery Company #439 (Corp 439 – Houston), March 30, 1998
50. Muzak Affiliate Multi-Territory Service Agreement between Texas Wired Music, Inc., d/b/a Muzak Systems of San Antonio and H.E. Butt Grocery Company (Corp 440 – Houston), June 11, 1997
51. Muzak Affiliate Multi-Territory Service Agreement between Texas Wired Music, Inc., d/b/a Muzak Systems of San Antonio and H.E. Butt Grocery Company (Corp 442 – Houston), February 24, 1998
52. Muzak Affiliate Multi-Territory Service Agreement between Texas Wired Music, Inc., d/b/a Muzak Systems of San Antonio and H.E. Butt Grocery Company (Corp 456 – Houston), August 11, 1998
53. Muzak Affiliate Multi-Territory Service Agreement between Texas Wired Music, Inc., d/b/a Muzak Systems of San Antonio and H.E. Butt Grocery Company #460 (Corp 460 – Houston), September 30, 1998
54. Muzak Affiliate Multi-Territory Service Agreement between Texas Wired Music, Inc., d/b/a Muzak Systems of San Antonio and H.E. Butt Grocery Company #469 (Corp 469), December 12, 1998
55. Muzak License between Taft Broadcasting Company and H.E.B. Pantry Number 20 (Corp 349 – Houston), January 27, 1993

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56. Muzak License between Taft Broadcasting Company and H.E.B. Number 21 (Corp 352 – Houston), May 26, 1993
57. Muzak License between Taft Broadcasting Company and H.E.B. Pantry (Corp 360 – Conroe), March 22, 1993
58. Muzak License between Taft Broadcasting Company and H.E.B. (Corp 362 – Houston), May 13, 1993
59. Muzak License between Taft Broadcasting Company and H.E.B. Pantry Number 23 (Corp 364 – Houston), February 23, 1993
60. Muzak License between Taft Broadcasting Company and H.E.B. Pantry Foods Number 24 (Corp 365 – Houston), February 18, 1993
61. Muzak Affiliate Multi-Territory Service Agreement between Texas Wired Music, Inc. d/b/a Muzak Systems of San Antonio and H.E. Butt Grocery Company (Corp 369 – Houston), June 17, 1996
62. Muzak Affiliate Multi-Territory Service Agreement between Texas Wired Music, Inc. d/b/a Muzak Systems of San Antonio and H.E. Butt Grocery Company (Corp 414 – Brenham), October 8, 1996
63. Muzak Affiliate Multi-Territory Service Agreement between Texas Wired Music, Inc. d/b/a Muzak Systems of San Antonio and H.E. Butt Grocery Company (Corp 435 – Houston), February 21, 1997
64. Muzak Affiliate Multi-Territory Service Agreement between Texas Wired Music, Inc. d/b/a Muzak Systems of San Antonio and H.E. Butt Grocery Company (Corp 436 – Humble), February 26, 1997
65. Muzak Affiliate Multi-Territory Service Agreement between Texas Wired Music, Inc. d/b/a Muzak Systems of San Antonio and H.E. Butt Grocery Company (Corp 437 – Seabrook), April 29, 1997
66. Muzak Affiliate Multi-Territory Service Agreement between Texas Wired Music, Inc. d/b/a Muzak Systems of San Antonio and H.E. Butt Grocery Company (Corp 438 – Houston), July 23, 1997
67. Muzak Affiiiate Multi-Territory Service Agreement between Texas Wired Music, Inc. d/b/a Muzak Systems of San Antonio and H.E. Butt Grocery Company #439 (Corp 439 – Houston), Mach 30, 1998

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68. Muzak Affiliate Multi-Territory Service Agreement between Texas Wired Music, Inc. d/b/a Muzak Systems of San Antonio and H.E. Butt Grocery Company (Corp 440 – Houston), June 11, 1997
69. Muzak Affiliate Multi-Territory Service Agreement between Texas Wired Music, Inc. d/b/a Muzak Systems of San Antonio and H.E. Butt Grocery Company (Corp 442 – Houston), February 24, 1998
70. Muzak Affiliate Multi-Territory Service Agreement between Texas Wired Music, Inc. d/b/a Muzak Systems of San Antonio and H.E. Butt Grocery Company (Corp 456 – Houston), August 11, 1998
71. Muzak Affiliate Multi-Territory Service Agreement between Texas Wired Music, Inc. d/b/a Muzak Systems of San Antonio and H.E. Butt Grocery Company #460 (Corp 460 – Houston), September 30, 1998
72. Muzak Affiliate Multi-Territory Service Agreement between Texas Wired Music, Inc. d/b/a Muzak Systems of San Antonio and H.E. Butt Grocery Company #469 (Corp 469 – Houston), December 12, 1998
73. Muzak Affiliate Multi-Territory Service Agreement between Texas Wired Music, Inc. d/b/a Muzak Systems of San Antonio and H.E. Butt Grocery Company #470 (Corp 470 – Houston), December 17, 1998
74. Muzak Affiliate Multi-Territory Service Agreement between Texas Wired Music, Inc. d/b/a Muzak Systems of San Antonio and H.E. Butt Grocery Company (Southwest District Office – Houston), December 13, 1995
75. Muzak License between Avcom Communications, Inc. and H.E. Butt Grocery Company #045 (Corp 045 – Austin), Not Dated
76. Muzak License between Music for Business and HEB #8 (Austin), July 9, 1981
77. Muzak License between Avcom Communications, Inc. and H.E.B. Number 18 (Corp 061 – Austin), August 24, 1993
78. Muzak License between Avcom Communications, Inc. and H.E. Butt Grocery company #071 (Corp 071 – Temple), April 13, 1995
79. Muzak License between Music for Business and H.E.B. Killeen, Texas, Store (Corp 072 – Killeen), October 16, 1964
80. Muzak License between Avcom Communications, Inc. and H.E. Butt Grocery Company Number 4 (Corp 096 – Austin), July 27, 1994

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81. Muzak License between Avcom Communications, Inc. and H.E.B. (Corp 144 – Round Rock), June 13, 1994
82. Muzak License between Music for Business and H.E.B. Food Store (Corp 154 – Kingsland), May 12, 1978
83. Muzak License between Avcom Communications, Inc. and H.E.B. Number 13 (Corp 161 – Austin), August 13, 1990
84. Muzak License between Avcom Communications, Inc. and H.E. Butt Store Number 3 (Corp 174 – Killeen), November 28, 1989
85. Muzak License between Avcom Communications, Inc. and H.E.B. Number 2 (Corp 182 – Temple), September 30, 1989
86. Muzak License between Texas Wired Music, Inc. and H.E. Butt Grocery Company #183 (Corp 183 – Austin), January 29, 1999
87. Muzak License between Avcom Communications, Inc. and H.E.B. (Corp 197 – Belton), February 13, 1985
88. Muzak License between Avcom Communications, Inc. and H.E. Butt Grocery Company Number 228 (Corp 228 – Bastrop), July 14, 1994
89. Muzak License between Avcom Communications, Inc. and H.E. Butt Grocery Company #236 (Corp 236 – Pflugerville), April 17, 1996
90. Muzak License between Avcom Communications, Inc. and H.E. Butt Grocery Company (Corp 237 – Georgetown), March 28, 1995
91. Muzak License between Avcom Communications, Inc. and H.E. Butt Grocery Company #243 (Corp 243 – San Marcos), August 1, 1995
92. Muzak License between Avcom Communications, Inc. and H.E. Butt Grocery Company – Corporate #265 (Corp 265 – Cedar Park), September 1, 1995
93. Muzak License between Avcom Communications, Inc. and H.E. Butt Grocery Company (Corp 269 – Austin), September 5, 1989
94. Muzak License between Avcom Communications, Inc. and H.E. Butt Grocery Company (Corp 284 – Marble Falls), February 1, 1995

EXHIBIT C

95. Muzak License between Avcom Communications, Inc. and H.E. Butt Grocery Company (Corp 381 – Harker Heights), January 9, 1995
96. Muzak License between Avcom Communications, Inc. and H.E. Butt Grocery Company #388 (Corp 388 – Austin), April 21, 1996
97. Muzak License between Avcom Communications, Inc. and H.E. Butt Grocery Company #404 (Corp 404 – Austin), October 1, 1998
98. Muzak License between Avcom Communications, Inc. and H.E. Butt Grocery Company (Corp 416 – LaGrange), July 22, 1996
99. Muzak License between Avcom Communications, Inc. and H.E. Butt Grocery Company #420 (Corp 420 – Austin), October 19, 1998
100. Muzak License between Avcom Communications, Inc. and H.E. Butt Grocery Company Corporate #425 (Corp 425 – Austin), December 1, 1997
101. Muzak License between Texas Wired Music, Inc. and H.E. Butt Grocery Company #428 (Corp 428 – Austin), March 22, 1999
102. Muzak License between Texas Wired Music, Inc. and H.E. Butt Grocery Company Corporate #432 (Corp 432 – Lampasas), May 3, 1999
103. Muzak License between Avcom Communications, Inc. and H.E. Butt Grocery Company #433 (Corp 433 – Burnet), May 1, 1998
104. Muzak License between Avcom Communications, Inc. and H.E. Butt Grocery Company (Corp 445 – Lockhart), June 1, 1997
105. Muzak License between Avcom Communications, Inc. and H.E. Butt Grocery Company #451 (Corp 451 – Austin), April 1, 1999
106. Muzak License between Avcom Communications, Inc. and H.E. Butt Grocery Company #455 (Corp 455 – San Marcos), November 1, 1999
107. Muzak License between Texas Wired Music, Inc. and H.E. Butt Grocery Company #465 (Corp 465 – Austin), August 1, 1999
108. Muzak License between Texas Wired Music, Inc. and H.E.B. (Corp 002 – Laredo), February 24, 1992
109. Muzak License between Texas Wired Music, Inc. and H.E. Butt Grocery Company – San Antonio #4 (Corp 043 – San Antonio), February 16, 1995

EXHIBIT C

110. Muzak License between Texas Wired Music, Inc. and HEB – Store #1/#075 (Corp 075 – Eagle Pass), March 15, 1979
111. Muzak License between Texas Wired Music, Inc. and H.E.B. Grocery Company #078 (Corp 078 – El Campo), December 21, 1981
112. Muzak License between Texas Wired Music, Inc. and HEB #1/#88 (Corp 088 – Del Rio), February 1, 1978
113. Muzak License between Texas Wired Music, Inc. and H.E.B. #89 (Corp 089 – Kerrville), February 25, 1993
114. Muzak License between Texas Wired Music, Inc. and H.E. Butt Grocery Company #106 (Corp 106 – San Antonio), September 26, 1996
115. Muzak License between Texas Wired Music, Inc. and HEB #117 (Corp 117 – Crystal City), March 15, 1979
116. Muzak License between Texas Wired Music, Inc. and H.E.B. (Corp 130 – Fredericksburg), January 21, 1991
117. Muzak License between Texas Wired Music, Inc. and HEB #141 (Corp 141 – Carrizo Springs), January 15, 1979
118. Muzak License between Texas Wired Music, Inc. and HEB #155 (Corp 155 – Kenedy), January 15, 1979
119. Muzak License between Texas Wired Music, Inc. and HE #158 (Corp 158 – Pearsall), September 11, 1978
120. Muzak License between Texas Wired Music, Inc. and H.E.B. Number 3 (Corp 163 – Victoria), June 10, 1993
121. Muzak License between Texas Wired Music, Inc. and H.E.B. Number 173 (Corp 173 – Seguin), April 12, 1993
122. Muzak License between Texas Wired Music, Inc. and H.E. Butt Grocery Company #179 (Corp 179 – Luling), August 1, 1999
123. Muzak License between Texas Wired Music, Inc. and H.E.B. #5/#186 (Corp 186 – Laredo), September 26, 1990

EXHIBIT C

124. Muzak License between Texas Wired Music, Inc. and H.E.B. Number 36/#187 (Corp 187 – San Antonio), August 13, 1990
125. Muzak License between Texas Wired Music, Inc. and H.E. Butt Grocery Company #189 (Corp 189 – San Antonio), June 12, 1996
126. Muzak License between Texas Wired Music, Inc. and H.E.B. Number 27 (Corp 190 – San Antonio), February 9, 1991
127. Muzak License between Texas Wired Music, Inc. and H.E. Butt Grocery Company Corporate #191 (Corp 191 – January 1, 1998
128. Muzak License between Texas Wired Music, Inc. and H.E. Butt Grocery Company Corporate #191 (Corp 191 – San Antonio), December 1, 1997
129. Muzak License between Texas Wired Music, Inc. and H.E.B. Number 38 (Corp 195 – San Antonio), April 19, 1990
130. Muzak License between Texas Wired Music, Inc. and H.E.B. #2/#207 (Corp 207 – Laredo), October 24, 1984
131. Muzak License between Texas Wired Music, Inc. and H.E.B. Victoria #2/#209 (Corp 209 – Victoria), August 25, 1983
132. Muzak License between Texas Wired Music, Inc. and H.E. Butt Grocery Company #232 (Corp 232 – Boerne), May 21, 1996
133. Muzak License between Texas Wired Music, Inc. and H.E.B. #3 (Corp 255 – Laredo), April 17, 1990
134. Muzak License between Texas Wired Music, Inc. and H.E.B. (Corp 262 – San Antonio), August 13, 1990
135. Muzak License between Texas Wired Music, Inc. and HEB #19 (Corp 294 – San Antonio (Kirby)), April 5, 1990
136. Muzak License between Texas Wired Music, Inc. and H.E. Butt Grocery Company #351 (Corp 351 – Edna), July 20, 1996
137. Muzak License between Texas Wired Music, Inc. and H.E. Butt Grocery Company #355 (Corp 355 – Yoakum), July 16, 1996
138. Muzak License between Texas Wired Music, Inc. and H.E. Butt Grocery Company #368 (Corp 368 – Cuero), July 19, 1996

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139. Muzak License between Texas Wired Music, Inc. and H.E. Butt Grocery Company 372 (Corp 372 – San Antonio), September 7, 1995
140. Muzak License between Texas Wired Music, Inc. and H.E. Butt Grocery Company – Number 11 (Corp 379 – San Antonio), November 9, 1994
141. Muzak License between Texas Wired Music, Inc. and H.E. Butt Grocery Company Number 380 (Corp 380 – New Braunfels), August 25, 1994
142. Muzak License between Texas Wired Music, Inc. and H.E. Butt Grocery Company #384 (Corp 384 – San Antonio), December 4, 1995
143. Muzak License between Texas Wired Music, Inc. and H.E.B. Number 8 (Corp 385 – San Antonio), January 13, 1994
144. Muzak License between Texas Wired Music, Inc. and H.E. Butt Grocery Company #389 (Corp 389 – San Antonio), June 10, 1996
145. Muzak License between Texas Wired Music, Inc. and H.E. Butt Grocery Company #39 (Corp 395 – San Antonio), November 16, 1994
146. Muzak License between Texas Wired Music, Inc. and H.E. Butt Grocery Company #397 (Corp 397 – San Antonio), January 23, 1995
147. Muzak License between Texas Wired Music, Inc. and H.E. Butt Grocery Company Number 20 (Corp 398 – San Antonio), July 12, 1994
148. Muzak License between Texas Wired Music, Inc. and H.E.B. Number 6 (Corp 399 – Laredo), May 13, 1994
149. Muzak License between Texas Wired Music, Inc. and H.E. Butt Grocery Company #411 (Corp 411 – Pleasanton), May 12, 1996
150. Muzak License between Texas Wired Music, Inc. and H.E. Butt Grocery Company #415 (Corp 415 – Schertz), February 10, 1997
151. Muzak License between Texas Wired Music, Inc. and H.E. Butt Grocery Company #417 (Corp 417 – Gonzales), July 22, 1996
152. Muzak License between Texas Wired Music, Inc. and H.E. Butt Grocery Company #418 (Corp 418 – Del Rio), November 15, 1996

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153. Muzak License between Texas Wired Music, Inc. and H.E. Butt Grocery Company #419 (Corp 419 – Eagle Pass), June 1, 1999
154. Muzak License between Texas Wired Music, Inc. and H.E. Butt Grocery Company (Corp 424 – Hondo), September 1, 1997
155. Muzak License between Texas Wired Music, Inc. and H.E. Butt Grocery Company #427 (Corp 427 – San Antonio), September 1, 1997
156. Muzak License between Texas Wired Music, Inc. and H.E. Butt Grocery Company Corporate #430 (Corp 430 – Lytle), November 1, 1997
157. Muzak License between Texas Wired Music, Inc. and H.E. Butt Grocery Company #434 (Corp 434 – Port Lavaca), September 8, 1998
158. Muzak License between Texas Wired Music, Inc. and H.E. Butt Grocery Company #441 (Corp 441 – Uvalde), December 4, 1997
159. Muzak License between Texas Wired Music, Inc. and H.E. Butt Grocery Company #444 (Corp 444 – San Antonio), April 1, 1998
160. Muzak License between Texas Wired Music, Inc. and H.E. Butt Grocery Company #447 (Corp 447 – San Antonio), July 1, 1999
161. Muzak License between Texas Wired Music, Inc. and H.E. Butt Grocery Company #449 (Corp 449 – Laredo), March 25, 1998
162. Muzak License between Texas Wired Music, Inc. and H.E. Butt Grocery Company #463 (Corp 463 – San Antonio), September 1, 1999
163. Affiliate Cross-Territory Music Service Agreement between Texas Wired Music, Inc. d/b/a Muzak Systems of San Antonio and H.E. Butt Grocery Company (San Antonio), March 1994
164. Muzak Service Agreement between Beaumont Business Music, Inc. and H.E. Butt Grocery Store Number 4 (Corp 012 – Beaumont), July 24, 1991
165. Addendum to Service Agreements between Texas Wired Music, Inc. d/b/a Muzak Systems of San Antonio and H.E. Butt Grocery Company, March 14, 1994
166. Muzak Service Agreement between Beaumont Business Music, Inc. and H.E.B. Pantry Foods #2 (Corp 033 – Beaumont), April 30, 1991

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167. Muzak Service Agreement between Beaumont Business Music, Inc. and H.E.B. Pantry Foods (Corp 035 – Orange), April 18, 1991
168. Muzak Service Agreement between Beaumont Business Music, Inc. and H.E.B. Grocery Store (Corp 044 – Nederland), June 25, 1991
169. Muzak Service Agreement between Beaumont Business Music, Inc. and H.E.B. Grocery Store (Corp 053 – Groves), June 25, 1991
170. Muzak Service Agreement between Beaumont Business Music, Inc. and H.E.B. Pantry Foods (Corp 073 – Beaumont), April 30, 1991
171. Muzak Service Agreement between Beaumont Business Music, Inc. and H.E.B. Grocery Store (Corp 086 – Pt. Arthur), May 30, 1991
172. Muzak Service Agreement between Beaumont Business Music, Inc. and H.E.B. Grocery Store (Corp 116 – Lumberton), April 30, 1990
173. Muzak Service Agreement between Beaumont Business Music, Inc. and H.E.B. Pantry Foods (Corp 266 – Jasper), September 1, 1989
174. Muzak Affiliate Multi-Territory Service Agreement between Texas Wired Music, Inc. d/b/a Muzak Systems of San Antonio and H.E. Butt Grocery Company (Corp 358 – Lake Charles, Louisiana), January 29, 1996
175. Muzak Service Agreement between Beaumont Business Music, Inc. and H.E. Butt Grocery Company (Corp 458 – Carthage), September 22, 1998
176. Muzak License between Gulf Business Music, Inc. and H.E.B. # 1 (Corp 018 – Corpus Christi), April 11, 1979
177. Muzak License between Gulf Business Music, Inc. and H.E.B. Food Store #22 (Corp 022 – Robstown), July 7, 1982
178. Muzak License between Gulf Business Music, Inc. and H.E.B. #10 (Corp 065 – Corpus Christi), June 23, 1986
179. Muzak License between Gulf Business Music, Inc. and H.E. Butt Grocery Company #115 (Corp 115 – Sinton), December 26, 1996
180. Muzak License between Gulf Business Music, Inc. and H.E.B. #12 (Corp 139), March 10, 1982

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181. Muzak License between Gulf Business Music, Inc. and H.E.B. #160 (Corp 160 – Mathis), April 1, 1986
182. Muzak License between Gulf Business Music, Inc. and H.E.B. Food Store. (Corp 171 – Ingleside), September 8, 1977
183. Muzak License between Gulf Business Music, Inc. and H.E.B. #5 (Corp 184 – Corpus Christi), June 13, 1979
184. Muzak License between Gulf Business Music, Inc. and H.E.B. (Corp 185 – Portland), June 9, 1981
185. Muzak License between Gulf Business Music, Inc. and H.E.B. (Corp 200 – Falfurrias), October 17, 1983
186. Muzak License between Gulf Business Music, Inc. and H.E.B. #18 (Corp 204 – South Padre), March 10, 1982
187. Muzak License between Gulf Business Music, Inc. and H.E.B. #6 (Corp 210 – Corpus Christi), July 23, 1984
188. Muzak License between Gulf Business Music, Inc. and H.E.B. #215 (Corp 215 – Rockport), January 13, 1983
189. Muzak License between Gulf Business Music, Inc. and H.E.B. (Corp 223 – Alice), June 14, 1985
190. Muzak License between Gulf Business Music, Inc. and H.E.B. (Corp 234 – Refugio), June 24, 1987
191. Muzak License between Gulf Business Music, Inc. and H.E.B. #3 (Corp 253 – Corpus Christi), December 1, 1988
192. Muzak License between Gulf Business Music, Inc. and H.E.B. #11 (Corp 254 – Corpus Christi), December 1, 1988
193. Muzak License between Gulf Business Music, Inc. and H.E. Butt Grocery Company #13 (Corp 270 – Corpus Christi), June 22, 1989
194. Muzak License between Gulf Business Music, Inc. and H.E.B. (Corp 333 – Aransas Pass), March 17, 1994
195. Muzak License between Gulf Business Music, Inc. and H.E. Butt Grocery Company Number 4 (Corp 386 – Corpus Christi), July 25, 1994

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196. Muzak License between Gulf Business Music, Inc. and H.E. Butt Grocery Company #401 (Corp 401 – Kingsville), January 29, 1996
197. Muzak License between Gulf Business Music, Inc. and H.E. Butt Grocery Company #412 (Corp 412 – Beeville), April 8, 1996
198. Muzak License between Gulf Business Music, Inc. and H.E. Butt Grocery Company #413 (Corp 413 – Corpus Christi), July 6, 1996
199. Muzak License between Gulf Business Music, Inc. and H.E.B. Company (District Office), March 19, 1984
200. Muzak License between Gulf Business Music, Inc. and H.E.B. Warehouse & Office (Warehouse – Corpus Christi), July 19, 1974
201. Muzak Multi Territory Account Service Agreement between Muzak Limited Partnership and H.E.B. – Big Spring, Texas (Corp 051 – Big Spring), March 24, 1992
202. Muzak License between West Texas Business Music Co., Inc. and H.E.B. (Corp 052 – San Angelo), May 3, 1991
203. Muzak License between Muzak Systems of Abilene and H.E.B. (Corp 070 – Abilene), May 3, 1991
204. Muzak License between Comcast Sound Communications, Inc. and H.E.B Food Store (Corp 006 – Stephenville), March 15, 1991
205. Muzak Affiliate Multi-Territory Service Agreement between Texas Wired Music, Inc. d/b/a Muzak Systems of San Antonio and H.E. Butt Grocery Company (Corp 007 – Waco), May 11, 1995
206. Muzak License between Comcast Sound Communications, Inc. and H.E.B. Number 6 (Corp 011 – Waco), January 8, 1991
207. Muzak License between Comcast Sound Communications, Inc. and H.E.B. (Corp 015 – Huntsville), April 26, 1990
208. Muzak License between Comcast Sound Communications, Inc. and H.E.B. Grocery Company (Corp 059 – College Station), August 1, 1991
209. Muzak License between Comcast Sound Communications, Inc. and H.E.B. Grocery Store Number 1 (Corp 062 – Bryan), August 1, 1991

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210. Muzak License between Comcast Sound Communications, Inc. and H.E. Butt Corp. d/b/a/ H.E.B. # 4 (Corp 064 – Waco), November 1, 1986
211. Muzak License between Comcast Sound Communications, Inc. and H.E. Butt Corp. d/b/a H.E.B. #3 (Corp 087 – Waco), November 1, 1986
212. Muzak License between Comcast Sound Communications, Inc. and H.E. Butt Corporation d/b/a H.E.B. Marlin (Corp 104 – Marlin), April 8, 1988
213. Muzak License between Comcast Sound Communications, Inc. and H.E.B. Grocery (Corp 107 – Ennis), October 28, 1991
214. Muzak License between Comcast Sound Communications, Inc. and H.E.B. Grocery Store Number 2 (Corp 118 – Bryan), August 1, 1991
215. Muzak License between Comcast Sound Communications, Inc. and H.E. Butt Corp. d/b/a H.E.B. #7 (Corp 216 – Waco), November 6, 1986
216. Muzak License between Comcast Sound Communications, Inc. and H.E. Butt Corporation d/b/a H.E.B. #238 (Corp 238 – Corsicana), November 5, 1987
217. Muzal Affiliate Multi-Territory Service Agreement between Texas Wired Music, Inc. and H.E. Butt Grocery Company #240 (Corp 240 – Mexia), March 22, 1999
218. Muzak License between Comcast Sound Communications, Inc. and H.E.B Pantry Foods (Corp 287 – Crockett), September 29, 1989
219. Muzak License between Comcast Sound Communications, Inc. and H.E.B. Pantry Foods (Corp 339 – Livingston), January 22, 1993
220. Muzak Affiliate Multi-Territory Service Agreement between Texas Wired Music, Inc. d/b/a Muzak Systems of San Antonio and H.E. Butt Grocery Company (Corp 357 – Copperas Cove), September 19, 1994
221. Muzak Affiliate Multi-Territory Service Agreement between Texas Wired Music, Inc. d/b/a Muzak Systems of San Antonio and H.E. Butt Grocery Company (Corp 403 – Gatesville), June 17, 1996
222. Muzak Affiliate Multi-Territory Service Agreement between Texas Wired Music, Inc. d/b/a Muzak Systems of San Antonio and H.E. Butt Grocery Company (Corp 423 – Waco), February 21, 1997

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223. Muzak Affiliate Multi-Territory Service Agreement between Texas Wired Music, Inc. d/b/a Muzak Systems of San Antonio and H.E. Butt Grocery Company (Corp 426 – Waxahachi), April 10, 1997
224. Muzak Affiliate Multi-Territory Service Agreement between Texas Wired Music, Inc. d/b/a Muzak Systems of San Antonio and H.E. Butt Grocery Company (Corp 457 – Center), September 22, 1998
225. Muzak Affiliate Multi-Territory Service Agreement between Texas Wired Music, Inc. d/b/a Muzak Systems of San Antonio and H.E. Butt Grocery Company (Corp 459 – Lufkin), November 2, 1998
226. Muzak Affiliate Multi-Territory Service Agreement between Texas Wired Music, Inc. d/b/a Muzak Systems of San Antonio and H.E. Butt Grocery Company (Corp 468 – Nacogdoches), November 2, 1998
227. Muzak Affiliate Multi-Territory Service Agreement between Texas Wired Music, Inc. d/b/a Muzak Systems of San Antonio and H.E. Butt Grocery Company (Corp 382 – Midland), January 16, 1996
228. Muzak Affiliate Multi-Territory Service Agreement between Texas Wired Music, Inc. d/b/a Muzak Systems of San Antonio and H.E. Butt Grocery Company (Corp 387 – Odessa), June 3, 1996
229. Muzak Affiliate Multi-Territory Service Agreement between Texas Wired Music, Inc. d/b/a Muzak Systems of San Antonio and H.E. Butt Grocery Company (Corp 168 – Harlingen), October 23, 1995
230. Muzak Affiliate Multi-Territory Service Agreement between Texas Wired Music, Inc. d/b/a Muzak Systems of San Antonio and H.E. Butt Grocery Company (Corp 291 – Harlingen), November 16, 1998
231. Muzak Service Agreement between TFM Sound, Inc. and H.E.B. Number 4 (Corp 332 – Brownsville), March 1, 1994
232. Affiliate Cross-Territory Music Service Agreement between Texas Wired Music, Inc. d/b/a Muzak Systems of San Antonio and H.E. Butt Grocery Company (Corp 370 – Mercedes), August 8, 1994
233. Muzak Affiliate Multi-Territory Service Agreement between Texas Wired Music, Inc. d/b/a Muzak Systems of San Antonio and H.E. Butt Grocery Company (Corp 383 – Port Isabel), January 29, 1996

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234. Muzak Affiliate Multi-Territory Service Agreement between Texas Wired Music, Inc. d/b/a Muzak Systems of San Antonio and H.E. Butt Grocery Company (Corp 421 – Alamo), January 16, 1997
235. Muzak Affiliate Multi-Territory Service Agreement between Texas Wired Music, Inc. d/b/a Muzak Systems of San Antonio and H.E. Butt Grocery Company (Corp 429 – Raymondville), March 24, 1997
236. Muzak Affiliate Multi-Territory Service Agreement between Texas Wired Music, Inc. d/b/a Muzak Systems of San Antonio and H.E. Butt Grocery Company (Corp 431 - Edinburg), September 8, 1997
237. Muzak Affiliate Multi-Territory Service Agreement between Texas Wired Music, Inc. d/b/a Muzak Systems of San Antonio and H.E. Butt Grocery Company (Corp 446 – Brownsville), December 22, 1998
238. Muzak Affiliate Multi-Territory Service Agreement between Texas Wired Music, Inc. d/b/a Muzak Systems of San Antonio and H.E. Butt Grocery Company (Corp 448 – Palmview), July 23, 1998
239. Muzak License between Avcom Communications, Inc. and H.E. Butt Grocery Company #373 (Corp 373 – Round Rock), May 1, 1997
240. Muzak License between Avcom Communications, Inc. and H.E. Butt Grocery Company – Number 19 (Corp 374 – Austin), September 1, 1994
241. Muzak License between Avcom Communications, Inc. and H.E. Butt Grocery Company Number 16 (Corp 377 – Austin), July 27, 1994
242. Muzak License between Avcom Communications, Inc. and H.E.B. Number 56 (Corp 376 – Taylor), September 29, 1993

EXHIBIT C

EXHIBIT D

063432.0025 SAN ANTONIO 214322 v1

TRADEMARK
REEL: 002376 FRAME: 0522

DOMAIN NAMES

1. AUSTINHEB.COM
2. AUSTINHEB.BIZ
3. AUSTINHEB.INFO
4. CENTRALMARKET.COM
5. CENTRALMARKET.BIZ
6. CENTRALMARKET.INFO
7. GOHOMEAHERO.COM
8. GOHOMEAHERO.NET
9. GOHOMEAHERO.ORG
10. GOHOMEAHERO.BIZ
11. GOHOMEAHERO.INFO
12. HEB2B.COM
13. HEB2B.NET
14. HEB2B.ORG
15. HEB2B.BIZ
16. HEB2B.INFO
17. HEB.COM
18. HEB.BIZ
19. HEB.INFO
20. HEBDRUGSTORE.COM
21. HEBDRUGSTORE.BIZ
22. HEBDRUGSTORE.INFO
23. HEBGROCERY.COM
24. HEBGROCERY.BIZ
25. HEBGROCERY.INFO
26. HEBGROCERYSUCKS.COM
27. HEBGROCERYSUCKS.BIZ

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28. HEBGROCERYSUCKS.INFO
29. HEBMEX.COM
30. HEBMEX.BIZ
31. HEBMEX.INFO
32. HEBPANTRY.COM
33. HEBPANTRY.BIZ
34. HEBPANTRY.INFO
35. HEBRX.COM
36. HEBRX.BIZ
37. HEBRX.INFO
38. HEBUTT.BIZ
39. HEBUTT.INFO
40. H-E-BSUCKS.COM
41. H-E-BSUCKS.BIZ
42. H-E-BSUCKS.INFO
43. HEBSUCKS.COM
44. HEBSUCKS.BIZ
45. HEBSUCKS.INFO
46. HEBUTTGROCERY.COM
47. HEBUTTGROCERY.BIZ
48. HEBUTTGROCERY.INFO
49. HEBUTTGROCERY.NET
50. HEBUTTGROCERY.ORG
51. HEBUTTSUCKS.COM
52. HEBUTTSUCKS.BIZ
53. HEBUTTSUCKS.INFO
54. IHATEHEB.COM
55. IHATEHEB.BIZ
56. IHATEHEB.INFO

EXHIBIT D

57. HEBSHOP.COM
58. HEBSHOP.BIZ
59. HEBSHOP.INFO
60. MYHEB.COM
61. MYHEB.BIZ
62. MYHEB.INFO
63. SUPERMERCADOSDEMEXICOHEB.COM
64. SUPERMERCADOSDEMEXICOHEB.BIZ
65. SUPERMERCADOSDEMEXICOHEB.INFO
66. RXEVO.COM
67. RXEVO.ORG
68. RXEVO.BIZ
69. RXEVO.INFO
70. HEBUDDY.COM
71. HEBUDDY.ORG
72. HEBUDDY.BIZ
73. HEBUDDY.INFO
74. HEBUDDYSUCKS.COM
75. HEBUDDYSUCKS.ORG
76. HEBUDDYSUCKS.BIZ
77. HEBUDDYSUCKS.INFO

EXHIBIT D