

FORM PTO-1594 (modified) 1-31-92



U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

EET

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Moran Foods, Inc.

- Individual
- General Partnership
- Corporation-State of Missouri
- Other

10-15-01

Additional name(s) of conveying party(ies) attached: Yes No

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

Name: Save-A-Lot Food Stores, Inc.

Internal Address: 100 Corporate Office Drive Earth City, Missouri 63045

Street Address: 100 Corporate Office Drive

City Earth City State: MO Zip: 63045

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
Additional name(s) & address(es) attached? Yes No

3. Nature of Conveyance:

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

Execution Date: July 26, 2000

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,173,112
1,608,176
1,651,164

Additional numbers attached? Yes No

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

Name: Thomas A. Polcyn

Internal Address: 7733 Forsyth Boulevard, Suite 1400

St. Louis, Missouri 63105

Street Address: 7733 Forsyth Boulevard, Suite 1400

City: St. Louis State: MO ZIP: 63105

6.

Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41) \$ 120.00

Enclosed

Authorized to be charged to deposit account (if amount is insufficient)

8. Deposit account number: 18-1829
(Attach duplicate copy of this page if paying by deposit account)

10/23/2001 BYRNE 00000055 2173112

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02 FC:482

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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.

Thomas A. Polcyn
Name of person signing

Signature

Date

10-9-01

Total number of pages including cover sheet, attachments, and document: 7

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09-18-2000



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To the Honorable Commissioner of Patents and Trademarks. Please return the attached original documents or copy thereof.

1. Name of conveying party(ies):
 Moran Foods, Inc.
 Individual Association
 General Partnership Limited Partnership
 Corporation-State: Missouri
 Other _____
 Additional name(s) of conveying party(ies) attached: Yes No

2. Name and address of receiving party(ies):
 Name: Save-A-Lot Foods Stores, Inc.
 Internal Address: 100 Corporate Office Drive
 Earth City, Missouri 63045
 Street Address: 100 Corporate Office Drive
 City Earth City State: Missouri Zip: 63045
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State: Missouri
 Other _____
 If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 Additional name(s) & address(es) attached? Yes No

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08-21-2000

U.S. Patent & TMO/TM Mail Rcpt Dt. #10

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18-1829

(Attach duplicate copy of this page if paying by deposit account)

09/15/2000 NGUYEN 00000272 2173112

01 FC:401 40.00 OP
02 FC:402 50.00 OP

DO NOT USE THIS SPACE

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.

Thomas A. Polcyn
Name of person signing

Thomas A. Polcyn
Signature

8-16-2000
Date

Total number of pages including cover sheet, attachments, and documents: 3

Do not detach this portion

Mail documents to be recorded with required

09/15/2000 NGUYEN 0007023000
Name/Number/FC: 704

ASSIGNMENT OF TRADEMARKS

WHEREAS, Moran Foods, Inc., a corporation of the State of Missouri with offices at 100 Corporate Office Drive, Earth City, Missouri, U.S.A. ("Moran"), is the owner of the trademarks BUNCH, BUSTER and CABANA and United States Trademark Registration Nos. 2,173,112, 1,608,176 and 1,651,164 therefor, (hereinafter these trademarks and trademark registrations shall be referred to collectively as the "Marks"); and

WHEREAS, Save-A-Lot Food Stores, Inc., a corporation of the State of Missouri with offices at 100 Corporate Office Drive, Earth City, Missouri, U.S.A. ("Save-A-Lot"), is desirous of acquiring all of Moran's right, title and interest in and to the Marks, pursuant to a Conveyance Agreement between Moran and Save-A-Lot executed October 3, 1999 in connection with a plan of corporate realignment.

NOW THEREFORE, for one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Moran has, and hereby does, sell, assign and transfer unto Save-A-Lot the entire right, title and interest in and to the Marks, together with the goodwill associated therewith, and the right to sue for, and recover for, any past infringements thereof, to be held and enjoyed by Save-A-Lot, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Moran had no sale and assignment of said Marks been made.

2. Moran further agrees to execute such further documents reasonably required by Save-A-Lot to secure and enforce the rights granted to Save-A-Lot under this Assignment.