

12-31-2001

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Harp's Food Stores, Inc. 12-26-01

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other \_\_\_\_\_

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

2. Name and address of receiving party(ies)

Name: Concord Food Stores, L.L.C.

Internal

Address: \_\_\_\_\_

Street Address: 5000 Kansas Avenue

City: Kansas City State: KS Zip: 66106

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- Other limited liability company

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

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

Execution Date: August 26, 2001

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

A. Trademark Application No. (s) DEC 26 2001

B. Trademark Registration No.(s)

1823340  
1262710  
2077337

Additional number(s) attached  Yes  No

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

Name: Jim Antz

Internal Address: \_\_\_\_\_

Street Address: 918 S. Gutensohn Road

City: Springdale State: AR Zip: 72765

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

3

7. Total fee (37 CFR 3.41).....\$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

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

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.

Jim Antz

Signature

11/16/01

Date

12/28/2001 DBYR Name 0000059 102304

5

Total number of pages including cover sheet, attachments, and document.

01 FC:481  
02 FC:482

40.00 DP  
50.00 DP

Documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

TRADEMARK  
REEL: 002414 FRAME: 0666

## ASSIGNMENT OF TRADE RIGHTS

**THIS ASSIGNMENT OF TRADE RIGHTS** (this "**Assignment**") is made and entered into effective as of 11:59 p.m., central time, August 26, 2001 by **HARP'S FOOD STORES, INC.**, an Arkansas corporation with an address of 918 S. Gutensohn Road, Springdale, Arkansas 72765-0048, (the "**Assignor**") and **CONCORD FOOD STORES, INC.**, a Kansas limited liability company (hereinafter "**Assignee**").

### WITNESSETH:

**WHEREAS**, this Assignment is made pursuant to and subject to that certain Reorganization Agreement between Assignor, GreatBanc Trust Company, as trustee of the Harp's Food Stores, Inc. Employee Ownership Trust, Roger Collins and his affiliates, Gerald Harp and his affiliates, Assignee and Associated Wholesale Grocers, Inc., a Missouri corporation ("**AWG**"), dated as of July 27, 2001;

**WHEREAS**, Assignor has adopted, used, is using and owns the rights in and to the trademarks, service marks, trade names, trade dress, and other trade identity symbols used by or associated with Assignor and its business products and services (the "**Rights**") as described in **Exhibit "A"** attached hereto and incorporated herein;

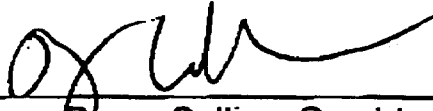
**WHEREAS**, Assignee is desirous of acquiring the Rights, registrations thereof, and goodwill symbolized thereby.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor agrees as follows:

1. Assignor hereby assigns unto Assignee all of its right, title and interest in the United States in and to the Rights together with the goodwill of the business symbolized by the Rights, and the registration thereof, as applicable.
2. This Assignment shall be binding and inure to the benefit of Assignor, Assignee and their respective successors and assigns.
3. Assignor agrees to execute such additional documents as may be reasonably requested by Assignee to further evidence or perfect the foregoing assignment.

**IN WITNESS WHEREOF**, the parties have executed this Assignment as of the day and year first written above.

**HARP'S FOOD STORES, INC.,**  
an Arkansas corporation

By:   
\_\_\_\_\_  
Roger Collins, President

**"Assignor"**

**CONCORD FOOD STORES, L.L.C.,**  
a Kansas limited liability company

By: Concord Management, Inc.,  
a Kansas corporation, Manager

By:   
\_\_\_\_\_  
Gary K. Phillips, President

**"Assignee"**

TRADEMARK

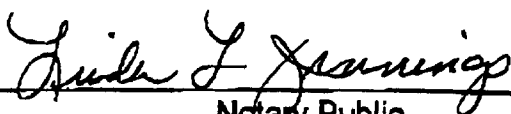
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**ACKNOWLEDGMENT**

STATE OF KANSAS )  
 )  
COUNTY OF WYANDOTTE ) ss.

Before me, a Notary Public in and for said county and state, on this 23<sup>rd</sup> day of August, 2001, personally appeared Roger Collins, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the President of **Harp's Food Stores, Inc.**, an Arkansas corporation, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of Harp's Food Stores, Inc., for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

  
\_\_\_\_\_  
Notary Public

My appointment expires:  
LINDA L. JENNINGS  
NOTARY PUBLIC - STATE OF KANSAS  
My Appt Expires 3/22/2002

STATE OF KANSAS )  
 )  
COUNTY OF WYANDOTTE ) ss.

On this 23<sup>rd</sup> day of August, 2001, personally appeared Gary L. Phillips, to me known, who being by me duly sworn did say that he is the President of Concord Management, Inc., a Kansas corporation, Manager of **Concord Food Stores, L.L.C.**, a Kansas limited liability company, and that said instrument was signed and sealed on behalf of said corporation and limited liability company by authority of their respective Board of Directors and Members, and said officer acknowledged said instrument to be the free act and deed of said corporation and limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

  
\_\_\_\_\_  
Notary Public

My appointment expires:  
LINDA L. JENNINGS  
NOTARY PUBLIC - STATE OF KANSAS  
My Appt Expires 3/22/2002

**EXHIBIT "A"**

| TRADEMARK SERVICE MARK                         |  | REGISTRATION NUMBER | DATE              |
|--|--|---------------------|-------------------|
| <b>United States Trademark Registrations</b>   |  |                     |                   |
| 1.   | "PRICE CUTTER"   | 1823340             |                   |
| 2.   | "PRICE CUTTER FOOD WAREHOUSE" and design of scissors slashing dollar sign                            | 1,262,710           |                   |
| 3.   | "MARTHA HARP'S"  | 2,077,337           | July 8, 1997      |
| <b>Oklahoma Trademark Registrations</b>        |  |                     |                   |
| 1.   | "PRICE CUTTER FOOD WAREHOUSE" and design of scissors slashing dollar sign                            | 24,121              |                   |
| 2.   | PRICE CUTTER "Nobody Beats our Prices. . . Nobody"   | 25080               |                   |
| 3.   | "MARTHA HARP'S"  | 28153               | June 13, 1996     |
| <b>Arkansas Trademark Registrations</b>        |  |                     |                   |
| 1.   | "PRICE CUTTER FOOD WAREHOUSE" and design of scissors slashing dollar sign                            | 10-82               |                   |
| 2.   | PRICE CUTTER "Nobody Beats our Prices. . . Nobody"   | 409-92              |                   |
| 3.   | "NOBODY BEATS OUR PRICES... NOBODY"  | 410-92              |                   |
| 4.   | "BAGEL STATION"  | 203-96              | July 12, 1996     |
| 5.   | "MARTHA HARP'S"  | 165-96              | June 11, 1996     |
| 6.   | "PRICE CUTTER"   | 604-97              | July 10, 1997     |
| <b>Unregistered Trademarks or Other Rights</b> |  |                     |                   |
| 1.   | "HARP'S"   | Not Registered      |                   |
| 2.   | "DISCOUNT DISTRIBUTORS"  | Not Registered      |                   |
| 3.   | "HARP'S FOOD STORES"   | Not Registered      |                   |
| 4.   | "HARP'S SUPERSTORE"  | Not Registered      |                   |
| 5.   | "PRICE CUTTER FOOD WAREHOUSE" (by that certain Arkansas Registration of Fictitious Name)             |                     | June 23, 1995     |
| 6.   | "PENNZMART" (pursuant to the right granted by that certain Contract with Mitchell Oil Company, Inc.) |                     | November 24, 1998 |
| 7.   | "HARP'S MARKET PLACE" (by that certain Arkansas Registration of Fictitious Name)                     |                     | March 29, 1999    |
| 8.   | "DISCOUNT DISTRIBUTORS WAREHOUSE #1" (by that certain Missouri Registration of Fictitious Name)      |                     | March 11, 1999    |
| 9.   | "PRICE CUTTER PHARMACY" (by that certain Arkansas Registration of Fictitious Name)                   |                     | October 1, 1984   |
| 10.  | "GILMORE PHARMACY" (by that certain Arkansas Application for Registration of Fictitious Name)        |                     | October 19, 1984  |

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08/22/01 - BCR/TAR/CAW/ARB