



**TRADEMARK ASSIGNMENT**

WHEREAS, Golden Gallon, Inc., a corporation organized and existing under and by virtue of the laws of the State of Tennessee and having a principal place of business at 6045 Century Oaks Drive, Bonny Oaks Industrial Park, Chattanooga, Tennessee 37416 ("ASSIGNOR"), owns the entire right, title and interest in, to and under the trademarks and the other assigned rights set forth in the attached Schedule A (the "Properties"); and

WHEREAS, Koninklijke Ahold NV, a public company with limited liability organized and existing under the laws of the Netherlands and having a principal place of business at Albert Heijnweg 1, 1507 EH Zaandam, the Netherlands ("ASSIGNEE"), is desirous of acquiring the entire right, title and interest in, to and under the Properties.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and pursuant to that certain Intellectual Property Transfer Agreement, dated as of May 25, 2000, the ASSIGNOR has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto the ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the Properties, together with the goodwill of the business symbolized by the Properties, and the registration thereof, and further including: all income, royalties, and damages now and hereafter due and/or payable to ASSIGNOR, including without limitation, damages and payments for past or future infringements and misappropriations thereof, all rights to sue for past, present and future infringements or misappropriations thereof, and all rights corresponding to any of the above throughout the world;

AND THE ASSIGNOR HEREBY authorizes and requests the Commissioner of the United States Patent and Trademark Office, and any official of any country or countries foreign to the United States, whose duty is to issue trademark registrations or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND THE ASSIGNOR HEREBY covenants and agrees that the ASSIGNOR has full right to convey the entire interest herein assigned, and that the ASSIGNOR has not executed, and will not execute, any agreement in conflict herewith.

AND THE ASSIGNOR HEREBY further covenants and agrees that the ASSIGNOR will communicate to the ASSIGNEE, its successors, legal representatives and assigns, any facts known to the ASSIGNOR respecting the Properties, and testify in any legal proceeding, sign all lawful papers, make all rightful oaths, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for the Properties.

IN TESTIMONY WHEREOF, the undersigned have caused this Assignment to be duly executed by a duly authorized officer and their respective seals affixed hereto as of the date set forth below.

ASSIGNOR

GOLDEN GALLON, INC.

By: Arnold Tackett

Its: Vice Chairman

Date: 5-26-00

STATE OF Tennessee )

COUNTY OF Hamilton )ss:

On this 26th day of May 2000, before me the undersigned, a Notary Public for the Country of Hamilton, personally appeared Arnold Tackett, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.


Witness my hand and official seal.

Janet R. White  
Signature of Notary

ent  
of the

ASSIGNEE

KONINKLIJKE AHOLD NV

By: 

As: C H Van der Hoeven  
President

Date: 24-05-2000

SCHEDULE A

**PROPERTIES**

**REGISTERED UNITED STATES TRADEMARKS**

| <b><u>TRADEMARK</u></b>   | <b><u>REGISTRATION NO.</u></b> | <b><u>REGISTRATION DATE</u></b>  |
|---------------------------|--------------------------------|----------------------------------|
| GOLDEN GALLON             | 1,186,208                      | 1/12/1982                        |
| GOLDEN GALLON             | 994,024                        | 9/24/1974<br>RENEWED 9/23/1994   |
| FOOD STORE & Design       | 1,178,710                      | 11/17/1981<br>Canceled 6/21/1988 |
| ON YOUR WAY TO EVERYWHERE | 1,196,020                      | 5/18/1982<br>Canceled 1/11/1989  |

**OTHER ASSIGNED RIGHTS**

1. The right to succeed Assignor and continue to prosecute as Opposer in Opposition Number 96,707 before the Trademark Trial and Appeal Board of the United States Patent and Trademark Office.
2. All right, title and interest to all of Assignor's common law intellectual property rights that may exist.