

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) **RECORDATION FORM COVER SHEET TRADEMARKS ONLY** 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):  
**Dairy Ventures, Inc.**

Individual(s)                       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:  
**Dollar General Intellectual Property, L.P.**

Internal Address:

Street Address: **112 Lake Street**

City: **Burlington** State: **Vermont** Zip: **05401**

Individual(s) citizenship  
 Association  
 General Partnership

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement               Change of Name

Other:

Execution Date:     **September 25, 2002**

Limited Partnership **Vermont**  
 Corporation-State  
 Other

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

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

A. Trademark Application No.(s)  
**75/539831 75/881472**  
**78/127830**

B. Trademark Registration No.(s)  
**1673443**

Additional number(s) attached  Yes  No

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

Name **Richard L. Kirkpatrick**

Internal Address **Calendar/Docketing Department**

P.O. Box **7880**

**San Francisco, CA 94120-7880**

Street Address: **50 Fremont St.**

City: **San Francisco** State: **CA** Zip: **94105**

6. Total number of applications and registrations involved: .....**4**

7. Total fee (37 CFR 3.41).....**\$115.00**

Enclosed  
 Authorized to be charged to deposit account


8. Deposit account number:  
**502214 (Our Ref.: 030152-029-4008)**

(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.*

**Richard L. Kirkpatrick**  
Name of Person Signing

  
Signature

**December 3, 2002**  
Date

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

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

**ASSIGNMENT OF TRADEMARKS**

WHEREAS, DAIRY VENTURES, INC., a Missouri corporation having its principal business address at 1024 Executive Parkway, St. Louis, Missouri 63141 (hereinafter referred to as "Assignor"), is the owner of the trademark registrations and applications for the mark AMERICAN VALUE listed on Exhibit A attached hereto and incorporated herein by reference (said registration and applications being hereinafter referred to as the "Marks"); and

WHEREAS, DOLLAR GENERAL INTELLECTUAL PROPERTY, L.P., a Vermont limited partnership having its principal business address at 112 Lake Street, Burlington, Vermont 05401 (hereinafter referred to as "Assignee"), is the successor to the business connected with the Marks of Assignor, including the goodwill of the business connected with the Marks; is an ongoing concern; and is desirous of acquiring the entire right, title, and interest of Assignor in and to the Marks and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, by these presents, does hereby sell, assign, and transfer unto Assignee all of its right, title, and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, the same to be held and enjoyed by Assignee, for its own use and benefit and that of its successors and assigns, to the full end of the term for which said Marks are granted, together with all claims for damages by reason of past infringement of said Marks, with the right to sue for and collect the same for its own use and for the use of its successors, assigns, or other legal representatives.

Assignor does hereby covenant and warrant that: (i) it is the legal owner of said Marks and has full right and title thereto and authority to sell, assign, and dispose of the same; (ii) it has not granted any consent, right or license to use the Marks to anyone; (iii) there are no threatened or pending claims, protests, proceedings, or liabilities against Assignor involving the Marks; (iv) prior to execution of this deed, Assignor's right, title, and interest in said Marks has not been otherwise encumbered; and (v) it has not executed, and will not execute, any instrument in conflict herewith.

Assignor does hereby further covenant and agree with Assignee to execute and deliver such other and further instruments and take such other and further actions as may be reasonably necessary or appropriate to transfer said Marks, claims for damages by reason of past infringement, and right to sue and collect therefor to Assignee.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 15<sup>th</sup> day of September 2002.

DAIRY VENTURES, INC.

By: Edward A. Cuccio  
Edward A. Cuccio, President

STATE OF MISSOURI )  
 ) SS  
COUNTY OF ST. LOUIS )

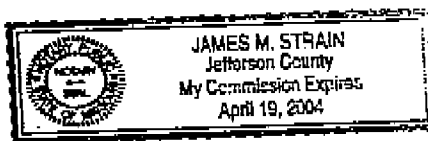
On this 25 day of Sept, 2002, before me personally appeared Edward A. Cuccio, who, being duly sworn, did say that he is the President of Dairy Ventures, Inc.; that he signed the foregoing on behalf of said corporation; and acknowledged the foregoing to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed an official seal at my office in the county and state aforesaid, the day and year first above written.

James M Strain  
Notary Public

My commission expires:

4/19/2004



**EXHIBIT A**  
**TO**  
**ASSIGNMENT OF TRADEMARKS**

<b>Mark</b>	<b>Serial No.</b>	<b>Registration* No.</b>	<b>Date Filed</b>	<b>Date Registered</b>
AMERICAN VALUE (Stylized)	74/120,015	1,673,443	12/03/1990	01/28/1992
AMERICAN VALUE	75/539,831		08/20/1998	
AMERICAN VALUE	75/881,472		12/28/1999	
AMERICAN VALUE	78/127,830		05/10/2002	

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