

10-02-2002

FORM PTO-1594
1-31-92



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks

102238014

copy thereof.

OFFICE OF PUBLIC RECORDS

1. Name of conveying party(ies):

Randall's Food and Drugs, Inc.

- Individual(s)
- General Partnership
- Corporation- Delaware
- Other _____

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

2002 SEP 27 PM 12: 12

FINANCE SECTION

9-27-02

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

Name: Randall's Food and Drugs, LP

Address: 3663 Briarpark Drive
Houston, Texas 77042

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- 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

3. Nature of Conveyance:

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

Execution Date: April 10, 2002

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

A. Trademark Application No.(s)

75/183,819 R REMARKABLE & Design

B. Trademark registration No.(s)

-

Additional numbers attached? Yes No

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

Jordan S. Weinstein, Esquire
OBLON, SPIVAK, McCLELLAND, MAIER & NEUSTADT, P.C.
Attorneys at Law
Fourth Floor
1755 Jefferson Davis Highway
Arlington, Virginia 22202

OSMMN Ref: 208491US-56

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): . . . \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 50-2014
(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.

Jordan S. Weinstein Jordan S. Weinstein 8/8/02
Name of Person Signing Signature Date

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

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

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Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

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TRADEMARK
REEL: 002592 FRAME: 0212

ASSIGNMENT

WHEREAS, RANDALL'S FOOD & DRUGS, INC., a corporation organized under the laws of Delaware, located and doing business at 3663 Briarpark Drive, Houston, Texas 77042 (hereinafter referred to as "Incorporated") was the owner of the trademark R REMARKABLE & Design, U.S. Application Serial No. 75/183,819 thereof, filed October 17, 1996; and

WHEREAS, RANDALL'S FOOD & DRUGS LP, a limited partnership organized under the laws of Delaware located and doing business at 3663 Briarpark Drive, Houston, Texas 77042 (hereinafter referred to as "Partnership"), is the successor to the entire business of Incorporated;

WHEREAS, Partnership succeeded to the ownership of the trademark R REMARKABLE & Design and U.S. Application Serial No. 75/183,819; and

WHEREAS, Partnership desires to record its ownership of the trademark and application:

NOW, THEREFORE, this instrument witnesseth that, effective on ~~this~~ the 2nd day of May, 2001, Partnership acquired all rights, title and interest in and to the trademark R REMARKABLE & Design and U.S. Application Serial No. 75/183,819 and the goodwill connected with and symbolized by the trademark together with the right to recover for past infringement of said trademark prior to the date of this instrument.

RANDALL'S FOOD & DRUGS, INC.

RANDALL'S FOOD & DRUGS, LP
BY RANDALL'S GENERAL PARTNER LLC
ITS GENERAL PARTNER

Signature: 

Signature: 

Name: DAVID E. DURANT
(printed or typewritten)

Name: DAVID E. DURANT
(printed or typewritten)

Title/Position: ASST VP / ASST SECY

Title/Position: ASST VP / ASST SECY

Date: 6/12/02

Date: 6/12/02

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