

FORM PTO-1618A



ET

U.S. DEPARTMENT OF COMMERCE

(Rev. 6-99)

Patent and Trademark Office

To the Honorable Commissi.

102354269

ned original document or copy thereof.



1. Submission Type

- New
- Resubmission (Non-Recordation)
- Correction of PTO Error
- Corrective Document

1-29-03

2. Name of Conveying Party(ies):

Shoppers Food Warehouse Corp.
4600 Forbes Boulevard
Lanham, MD 20706

3. Name and Address of Receiving Party(ies):

Name: **SFW Licensing Corp.**

Street Address: **4600 Forbes Boulevard**

City: **Lanham**

State: **MD** Zip: **20706**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State **DELAWARE**
- 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

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State **DELAWARE**
- Other:

Additional Name(s) of conveying attached? Yes No

4. Nature of conveyance:

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

Effective Date: **May 25, 1994**

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

A. Trademark Applicant No.(s)

B. Trademark Registration No.(s)

1,992,170

Additional Sheet attached? Yes No

6 Name and address of party to whom correspondence concerning this matter should be mailed:

CUSTOMER NUMBER 00136
JACOBSON HOLMAN
400 7th Street, N.W.
Washington, DC 20004
Tel. 202-638-6666

Attorney Docket No. **9862/T-17105A**

7. Number of applications and registrations involved:

1

8. Total fee (37 CFR 3.41)..... \$ **40**

- Enclosed
- Any deficiencies in enclosed fees are authorized to be charged to account **06-1358**

02/03/2003 6TOM11 00000020 1992170

01 FC:8521

40.00 DP

DO NOT USE THIS SPACE

10. 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.

Simor L. Moskowitz

Name of Person Signing

Signature

January 29, 2003

Date

Total number of pages excluding cover sheet:

2

CONFIRMATORY SERVICE MARK ASSIGNMENT

THIS ASSIGNMENT is made this date between SHOPPERS FOOD WAREHOUSE CORP., a Delaware corporation, whose address and principal place of business is 4600 Forbes Boulevard, Lanham, MD 20706 (hereinafter referred to as "Assignor"), and SFW LICENSING CORP., a corporation organized under the laws of the State of Delaware, whose address and principal place of business is 4600 Forbes Boulevard, Lanham, MD 20706 (hereinafter referred to as "Assignee").

WHEREAS, Assignor has adopted, used and/or is using, and is the owner of the service mark **SHOPPERS CLUB** and the U.S. registration therefor, No. 1,992,170 issued August 6, 1996 (hereinafter referred to as the "ASSIGNED MARK"); and

WHEREAS, pursuant to an Agreement between the parties effective May 25, 1994, Assignor did assign the ASSIGNED MARK together with the goodwill of the business pertaining thereto to Assignee, but an assignment in a recordable form was not previously executed, and the parties desire to execute this Confirmatory Service Mark Assignment to confirm and record the actual assignment of the ASSIGNED MARK in the Assignment Records of the U.S. Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, said Assignor does hereby sell, assign, set over and transfer to said Assignee, nunc pro tunc as of May 25, 1994, all of its right, title and interest in and to the ASSIGNED MARK, and the U.S. registration therefor, together with the goodwill of the business relating thereto, the same and the rights of Assignor to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; and with all claims and damages by reason of past infringement of the ASSIGNED MARK, including the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns and other legal representatives, and to retain any damages obtained as a result of any such action.

IN TESTIMONY WHEREOF, Assignor has caused his name to be signed this 20th

day of January, 2003.

SHOPPERS FOOD WAREHOUSE CORP.

By: 
Stephen P. Kilgriff
Vice President

[SEAL]

R:\HOME\MKENT\sfw.assn.wpd