

05-02-2003

WEMMH-1594 (4/03)

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COVER SHEET ONLY U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

O'Malia Food Markets, Inc.

4-703

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State of Indiana, Other

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

3. Nature of conveyance:

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

Execution Date: 8.27.2001

2. Name and address of receiving party(ies)

Name: Marsh Supermarkets, LLC

Internal Address: APR 7 2003

Street Address: 9800 Crosspoint Boulevard

City: Indianapolis State: Indiana Zip: 46256-3350

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Indiana, 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)

B. Trademark Registration No.(s)

1,288,759 and 1,841,534

Additional number(s) attached Yes No

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

Name: Charles J. Meyer

Internal Address: Woodard, Emhardt, Moriarty, McNett & Henry LLP

Street Address: Bank One Center/Tower, 111 Monument Circle, Suite 3700

City: Indianapolis State: Indiana Zip: 46204

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41) \$ 65.00

- 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.

Charles J. Meyer

Name of Person Signing

Signature

April 4, 2003

Date

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

Mail documents to be recorded with required cover sheet information to: Assistant Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231 003151-000003.CJM.214072

05/01/2003 ECDOPER 00000135 1288759

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I hereby certify that this correspondence is being mailed by first class mail, postage prepaid in an envelope addressed to the Assistant Commissioner for Trademarks, Washington, D.C. 20231 on

April 4, 2003 Date of Deposit

Charles J. Meyer Name of Registered Representative

Signature

April 4, 2003 Date of Signature

TRADEMARK

REEL: 002725 FRAME: 0725

ASSIGNMENT

STATE OF INDIANA )  
 ) SS:  
COUNTY OF HAMILTON )

WHEREAS, O'Malia Food Markets, Inc., an Indiana corporation with its principal office at 867 West Carmel Drive, Carmel, Indiana 46032 (hereinafter referred to as the Assignor") is the owner of the trademarks or service marks more particularly described on the Schedule of Trademarks and Servicemarks attached hereto, made a part hereof and marked "Exhibit A") (collectively referred to herein as the "Trademarks"); and

WHEREAS, Marsh Supermarkets, LLC, an Indiana limited liability company with offices at 9800 Crosspoint Boulevard, Indianapolis, Indiana 46256-3350 (hereinafter referred to as "Assignee"), is desirous of acquiring the Trademarks, together with the goodwill of Assignor's business symbolized by the Trademarks and the registrations of such Trademarks.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor by these presents sells, transfers and assigns unto Assignee its entire right, title and interest in and to the Trademarks, all of its registrations of the Trademarks, including those specifically identified herein, the right to recover for any past infringements of the Trademarks, and the goodwill of Assignor's business represented by the Trademarks.

Dated: August 27, 2001

O'Malia Food Markets, Inc.

By: *Daniel J. O'Malia*  
Daniel J. O'Malia, President

Attest: *David T. O'Malia*  
David T. O'Malia, Secretary

On this 27<sup>th</sup> day of August, 2001, personally appeared before me, Daniel J. O'Malia and David T. O'Malia, who, being by me duly sworn did say that they are the President and the Secretary, respectively, of O'Malia Food Markets, Inc. and as such officers have been duly authorized by resolution of the Board of Directors of said corporation to execute, acknowledge and deliver the foregoing instrument in the name of and for and on behalf of said corporation, and acknowledged that as such officers they did, in the name of said corporation, execute and acknowledge said instrument for the uses and purposes set forth therein.

(SEAL)

*Rebecca J. Robinson*

Notary Public  
Resident of Delaware County,  
Indiana

My Commission Expires: December 20, 2001



**ASSET PURCHASE AGREEMENT**  
**Disclosure Schedule**  
**Section 3.12**  
**List of Intellectual Property**

| Mark  | Registration Number | Country       | Registration Date |
|---|---------------------|---------------|-------------------|
| Joe O'Malia Food Markets<br>Where Quality is the True<br>Value of Economy | 1,233,759           | United States | January 11, 1983  |
| O'MALIA'S COUPONLUS   | 1,841,534           | United States | June 21, 1994     |

Unregistered Trademarks:

Dennie's Grand Slam Ham and Design

Assumed Business Name Certificates

Joe O'Malia Quality Meats  
Joe O'Malia Bakery  
Joe O'Malia Food Markets  
The Cooking School at Lockerbie

Seller has been using the name "O'Malia" in connection with the operation of the Facilities for thirty-five (35) years. Seller has not filed for federal registration of the name "O'Malia" and does not warrant or represent that it is the owner of the name. Seller does warrant and represent that there is no Proceeding pending or, to the Knowledge of Seller, threatened, by or against Seller regarding the ownership of, or rights to sell or use, any of the Intellectual Property, including the use of the name "O'Malia".