

05-27-2003

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T U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

2003 MAY 22 AM 4:27

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

FINANCE SECTION

1. Name of conveying party(ies):
Genuardi's Family Markets, LP
5-22-03
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Safeway Inc.
Internal Address: Legal Division
Address: _____
Street Address: 5918 Stoneridge Mall Road
City: Pleasanton State: CA Zip: 94588
 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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: May 7, 2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
2,281,192
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: David E. Durant, Esq.
Internal Address: Legal Division
Street Address: 5918 Stoneridge Mall Road
City: Pleasanton State: CA Zip: 94588

6. Total number of applications and registrations involved: 21
7. Total fee (37 CFR 3.41).....\$ 565.00
 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.
Linda C. Saylor
Name of Person Signing
Signature
Date 5/13/03

Total number of pages including cover sheet, attachments, and document: 15

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

05/23/2003 6TOM11 00000046 2281192

01 FC:8521
02 FC:8522

40.00 OP
525.00 OP

TRADEMARK
REEL: 002739 FRAME: 0738

Schedule 1

Registration	Trademark	Class
2,281,192	Big Bouquet	35
2,526,311	Family Friendly Lane	35
2,342,414	Family Pride Bonu\$ Savings	35
1,450,157	Family Pride Makes the Difference	42
2,326,174	Fork & Knife Design	42
2,060,358	G & Design	42
2,351,326	G Family Approved	42
2,435,037	G Genuardi's Family Markets & Design (Apple G)	42
2,320,339	G Genuardi's Family Markets Community Cash Back Program	36
2,315,716	G Genuardi's Inside the Market	16
2,060,357	Genuardi's	42
2,310,988	Genuardi's Children's Charities	36
2,337,432	Genuardi's Family Markets	35
2,264,929	Go Organic	35
2,315,718	Grocery Central	35 & 42
2,370,099	Port Chesapeake Seafood	35
2,274,610	Riskless Bliss	30
2,424,129	Saving Never Tasted So Good	35
2,230,860	Sunset Baking Co.	30
2,349,396	The difference Is Our "Family Pride"	35
2,230,961	Up Country	29

ASSIGNMENT

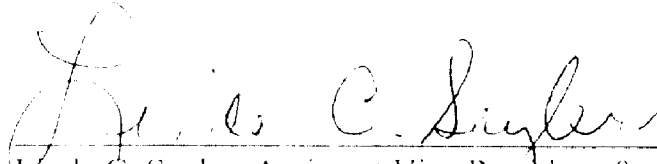
WHEREAS, Genuardi's Family Market, L.P., a limited partnership organized under the laws of Delaware, located and doing business at 301 East Germantown Pike, Norristown PA 19401 (hereinafter referred to as Assignor) is the owner of the registered and pending application trademarks shown in Exhibit A hereto attached; and

WHEREAS, Safeway Inc., a corporation organized under the laws of Delaware, located and doing business at 5918 Stoneridge Mall Road, Pleasanton CA 94588 (hereinafter referred to as Assignee), desires to obtain said trademarks in Exhibit A and the application/**registration** thereof;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign unto Assignee all right, title and interest in and to said marks, together with the good will of the business symbolized by the mark, and the above identified application for registration/**registration** of said mark.

5/7/03

Date



Linda C. Saylor, Assistant Vice President & Asst. Secretary
GFM Holdings, LLC as General Partner

PURCHASE AGREEMENT

among

GENUARDI'S WILLCO, INC.,

GENUARDI'S FAMILY MARKETS, INC.,

GENUARDI TOWAMENCIN CORPORATION,

GENUARDI TOWAMENCIN CORPORATION II.

and

SAFEWAY INC.

Dated as of December 2, 2000

PURCHASE AGREEMENT

PURCHASE AGREEMENT, dated as of December 2, 2000 (the "Agreement"), among GENUARDI'S WILLCO, INC., a Delaware corporation ("GWI"), GENUARDI'S FAMILY MARKETS, INC., a Pennsylvania corporation ("GFMI"), GENUARDI TOWAMENCIN CORPORATION, a Pennsylvania Corporation ("GTC"), GENUARDI TOWAMENCIN CORPORATION II, a Pennsylvania Corporation ("GTC II" and, together with GWI, GFMI and GTC, the "Sellers") and SAFEWAY INC., a Delaware corporation ("Buyer").

WITNESSETH:

WHEREAS, upon the terms and subject to the conditions contained herein, each Seller proposes to sell and transfer, and Buyer proposes to buy and assume, substantially all of the assets and liabilities of each Seller; and

WHEREAS, the holders of all of the voting common stock of GWI and GFMI have entered into a Shareholders Agreement dated as of the date hereof in the form attached as Exhibit A hereto (the "Shareholders Agreement") pursuant to which such holders have, among other things, approved the transactions contemplated by this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, Buyer and each Seller hereby agree as follows:

ARTICLE I DEFINITIONS

1.1. Definitions.

(a) Certain Definitions. As used in this Agreement, the following terms shall have the following meanings:

"Action" means any action, order, writ, injunction, judgment or decree outstanding or claim, suit, litigation, proceeding, inquiry, arbitration by or before any Governmental Body or any other person.

"Affiliate" shall have the meaning given to such term in Rule 12b-2 under the Securities Exchange Act of 1934, as in effect as of the date of this Agreement.

"Affiliate Agreements" means (i) the Stock Restriction Agreement dated April 15, 1998 (as amended April 14, 2000) among GWI, GFMI and the stockholders named therein, and (ii) the Stock Redemption Agreement dated May 1, 1997 among GFMI and the stockholders named therein.

(k) Intellectual Property.

(i) Schedule 4.1(k) contains a true, correct and complete list of all registrations and applications for registration of all material trademark and service marks, all registrations and applications for registration of material copyrights, and all material domain name registrations owned by any Seller or the Subsidiary, including: (A) for each such registered trademark, trade name or service mark, the registration number thereof, the class of goods covered thereby, the countries in which such trade name or trademark is registered, and the expiration date for each country in which such trademark or trade name has been registered; (B) for each such registered copyright, the number and date of registration thereof for each country in which a copyright application has been registered; and (C) for each such registered domain name, the registration date, expiration date, and registry. All trademark and domain name registrations set forth on Schedule 4.1(k) are valid and subsisting and in full force and effect, and all renewals therefor and affidavits of continuing use have been filed on a timely basis. No Seller nor the Subsidiary owns or claims any Patents.

(ii) Except for royalties paid among the Sellers and the Subsidiary, none of the Sellers nor the Subsidiary have any obligation to pay any royalties, license fees or other form of compensation or consideration to any person for the use of any of the material Proprietary Rights used by any Seller or the Subsidiary in connection with the conduct of its business and operations as currently conducted, except for software license fees. Schedule 4.1(k) also sets forth all licenses, sublicenses and other agreements to which any Seller or the Subsidiary is a party and pursuant to which any person is authorized to use any of their material Proprietary Rights. None of the Sellers nor the Subsidiary have either: (A) entered into any agreement limiting the right of any Seller or the Subsidiary to use any of its material Proprietary Rights or (B) granted any license to any person for the use of any of its material Proprietary Rights. The Sellers and the Subsidiary have the exclusive right to use the trade name "Genuardi's" with respect to supermarkets in the geographic markets in which they currently compete.

(iii) The execution and delivery of this Agreement by each Seller, the performance by each Seller of its obligations hereunder, and the consummation by each Seller of the transactions contemplated hereby will not have an adverse effect on the material Proprietary Rights of any Seller or the Subsidiary.

(iv) None of the Sellers nor the Subsidiary have received any notice (whether written or oral) of: (A) any alleged invalidity with respect to any of the material Proprietary Rights owned or used by the Sellers or the Subsidiary in connection with the conduct of its business as currently conducted or (B) any alleged infringement or misappropriation of any

rights of others due to any activity by any Seller or the Subsidiary relating to the conduct of its business as currently conducted. To the Knowledge of the Sellers, the use by any Seller of the material Proprietary Rights owned and used by the Sellers and the Subsidiary in connection with the conduct of their business as currently conducted does not infringe upon, misappropriate or otherwise violate in any material respect the valid rights of any third party. To the Knowledge of the Sellers, no other person is materially infringing upon or has misappropriated any material Proprietary Rights owned or used by the Sellers or the Subsidiary.

IN WITNESS WHEREOF the parties have caused this Agreement to be duly executed as of the date first written above.

GENUARDI'S WILLCO, INC.

By:

Charles A. Genardi
Name:
Title:

GENUARDI'S FAMILY MARKETS, INC.

By:

Charles A. Genardi
Name:
Title:

SAFEWAY INC

By:

Name:
Title:

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly
dated as of the date first written above.

GENUARDI'S WILLCO, INC.

By: _____
Name:
Title:

GENUARDI'S FAMILY MARKETS, INC.

By: _____
Name:
Title:

SAFEWAY INC.

By: Melissa C. Plaisance
Name: melissa C. Plaisance
Title: Senior Vice President - Finance

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above.

GENUARDI TOWAMENCIN CORPORATION

By: Charles A. Genual
Name:
Title:

GENUARDI TOWAMENCIN CORPORATION II

By: Charles A. Genual
Name:
Title:

SCHEDULE 4.1(k)
PURCHASE AGREEMENT
INTELLECTUAL PROPERTY

United States Trademark Registrations

<u>Mark</u>	<u>Classes</u>	<u>Reg. No.</u>	<u>Registration Date</u>	<u>Renewal Date</u>
UP COUNTRY and Design	29	942,383	September 5, 1972	September 5, 2002
FAMILY PRIDE MAKES THE DIFFERENCE	42	1,450,157	July 28, 1987	July 28, 2007
G and Design	42	2,060,358	May 13, 1997	May 13, 2007
G GENUARDI'S and Design	42	2,062,539	May 20, 1997	May 20, 2007
GENUARDI'S	42	2,060,357	May 13, 1997	May 13, 2007
UP COUNTRY and Design	29	2,230,961	March 9, 1999	March 9, 2009
SUNSET BAKING CO. and Design	30	2,230,860	March 9, 1999	March 9, 2009
GO ORGANIC and Design	35	2,264,929	July 27, 1999	July 27, 2009
RISKLESS BLISS (Stylized Letters)	30	2,274,610	August 31, 1999	August 31, 2009
BIG BOUQUET (Stylized Letters)	35	2,281,192	September 28, 1999	September 28, 2009
ZAGARA'S KITCHEN and Design	30	2,295,968	November 30, 1999	November 30, 2009
CATERING BY ZAGARA'S and Design	42	2,299,774	December 14, 1999	December 14, 2009
ZAGARA'S SPECIALTY & NATURAL FOODS and Design	35, 42	2,299,723	December 14, 1999	December 14, 2009
ZAGARA'S and Design	35, 42	2,299,722	December 14, 1999	December 14, 2009

<u>Mark</u>	<u>Classes</u>	<u>Reg. No.</u>	<u>Registration Date</u>	<u>Renewal Date</u>
GENUARDI'S CHILDREN'S CHARITIES	36	2,310,988	January 25, 2000	January 25, 2010
G GENUARDI'S INSIDE THE MARKET and Design	16	2,315,716	February 8, 2000	February 8, 2010
GROCERY CENTRAL (Stylized Letters)	35, 42	2,315,718	February 8, 2000	February 8, 2010
G GENUARDI'S FAMILY MARKETS COMMUNITY CASH BACK PROGRAM and Design	36	2,320,339	February 22, 2000	February 22, 2010
Design Only	42	2,326,174	March 7, 2000	March 7, 2010
GENUARDI'S FAMILY MARKETS (Stylized Letters)	35	2,337,432	April 4, 2000	April 4, 2010
FAMILY PRIDE BONUS SAVINGS and Design	35	2,342,414	April 18, 2000	April 18, 2010
THE DIFFERENCE IS OUR "FAMILY PRIDE" (Stylized Letters)	35	2,349,396	May 16, 2000	May 16, 2010
G FAMILY APPROVED and Design	42	2,351,326	May 23, 2000	May 23, 2010
PORT CHESAPEAKE SEAFOOD(Stylized Letters)	35	2,370,099	July 25, 2000	July 25, 2010

United States Trademark Applications

<u>Mark</u>	<u>Classes</u>	<u>Serial No.</u>	<u>Date Filed</u>
THE BODY NATURAL AT ZAGARA'S and Design	3	75-538,320	August 18, 1998
FRESH FROM THE FARM and Design	35	75-545,723	September 1, 1998
ONLY THE BEST	35	75-575,038	October 22, 1998
SAVING NEVER TASTED SO GOOD	35	75-775,986	August 13, 1999
THE KITCHEN AT GENUARDI'S and Design	35	75-863,321	December 3, 1999
FOOD FOR HERE AND THERE! (Stylized Letters)	35	75-863,322	December 3, 1999
THE KITCHEN AT GENUARDI'S G and Design	35	75-867,772	December 10, 1999
PHILLY FIZZ	32	75-898,517	January 19, 2000
DAKOTA RESERVE	29, 30	75-899,305	January 19, 2000
GENUARDI'S FAMILY MARKETS and Design	42	75-899,750	January 21, 2000
GENUARDI'S EXPRESS DELI and Design	35	75-943,779	March 14, 2000
MERCATO DITALIA	29, 30, 31	76-046,461	May 9, 2000
FAMILY FRIENDLY LANE	42	76-047,069	May 11, 2000

Domain Name Registrations

Domain Name	Registry	Reg. Date	Expiration Date
GENUARDIS.COM	NSI	4/24/96	4/25/01
GENUARDISMARKETS.COM	NSI	5/02/96	5/03/01
ZAGARASMARKETS.COM	NSI	1/25/99	1/25/01
ZAGARASSPECIALTY.COM	NSI	1/25/99	1/25/01
ZAGARA-S.COM	NSI	1/25/99	1/25/01
ZAGARASFOODS.COM	NSI	1/26/99	1/26/01
GENUARDISJOBS.COM	NSI	5/12/00	5/12/01
GENUARDIS.NET	NSI	8/31/00	8/31/01
GENUARDISONLINE.COM	NSI	8/31/00	8/31/01
GENUARDISONLINE.NET	NSI	8/31/00	8/31/01
ZAGARAS.NET	NSI	8/31/00	8/31/01
ZAGARASONLINE.NET	NSI	8/31/00	8/31/01
ZAGARASONLINE.COM	NSI	8/31/00	8/31/01
GENUARDISFAMILYMARKETS.NET	NSI	10/05/00	10/05/01
GENUARDISFAMILYMARKETS.COM	NSI	10/05/00	10/05/01