

05-27-2003



Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

RE

102456539

U.S. DEPARTMENT OF COMMERCE OFFICE OF PUBLIC RECORDS U.S. Patent and Trademark Office

2003 MAY 22 AM 4:28

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document as follows:

FINANCE SECTION

1. Name of conveying party(ies): 5-22-03 Genuardi's Family Markets LP

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

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

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

Execution Date: May 7, 2003

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

Internal Address: Legal Division

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

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

A. Trademark Application No.(s) 75/545,723

B. Trademark Registration No.(s)

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: 8

7. Total fee (37 CFR 3.41) \$ 240.00

- 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. Sayler Name of Person Signing

Linda C Sayler Signature

5/13/03 Date

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

05/23/2003 6TON11 00000045 75545723

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

01 FC:8521 40.00 OP 02 FC:8522 200.00 OP

TRADEMARK REEL: 002739 FRAME: 0752

SCHEDULE 1

<u>Serial Number</u>	<u>Mark</u>	<u>Class</u>
75/545,723	Fresh from the Farm and design	35
75/575,038	Only the Best	35
75/863,321	The Kitchen at Genuardi's and design	35
75/898,517	Philly Fizz	32
75/899,305	Dakota Reserve	29 & 30
75/899,750	Genuardi's Family Markets and design	42
75/943,779	Genuardi's Express Deli and Design	35
76/047,069	Family Friendly Lane	42

ASSIGNMENT

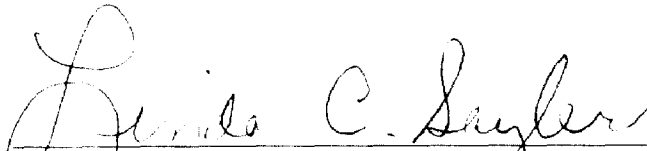
WHEREAS, Genuardi's Family Market, L.P., a limited partnership organized under the laws of Delaware, located and doing business at 301 East Germantown Pike, Norristown PA 19401 (hereinafter referred to as Assignor) is the owner of the registered and pending application trademarks shown in Exhibit A hereto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

GENUARDI'S FAMILY MARKETS, INC.

By: Charles A. Genuardi
Name:
Title:

SAFEWAY INC

By: _____
Name:
Title:

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: _____

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. Genovese
Name:
Title:

GENUARDI TOWAMENCIN CORPORATION II

By: Charles A. Genovese
Name:
Title: