

FORM PTO-1594
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M&G 8442.115US01

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):

Fleming Companies, Inc.

Individuals Association
 General Partnership Limited Partnership
 Corporation-State of Oklahoma
 Other: _____

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

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

SUPERVALU Holdings, Inc.
11840 Valley View Road
Eden Prairie, MN 55440

Individual(s) citizenship Association
 General Partnership Limited Partnership
 Corporation-State of Missouri
 Other: _____

If assignee is not domiciled in the United States, a domestic representative designation is attached:
 Yes No
(Designations must be 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: September 13, 2003

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

A. Trademark Application No.(s)/ Mark(s) B. Trademark Reg. No.(s)/Mark(s)

2,688,438

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Scott W. Johnston
Address: MERCHANT & GOULD P.C.
P.O. Box 2910
Minneapolis, MN 55402-0910

6. Total number of applications and trademarks involved: One (1)


7. Total fee (37 CFR 3.41): \$40.00
 Enclosed
 Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

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.

Scott W. Johnston  October 30, 2003
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: Five (5)

Do not detach this portion

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

Mail Stop Assignment Recordation Services
Director of the United States Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of information systems, PKC-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

CHI \$40.00 132726 2688438

ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY, dated as of September 13, 2003 (this "Assignment") by Fleming Companies, Inc., an Oklahoma corporation ("Assignor"), in favor of SUPERVALU Holdings, Inc., a Missouri corporation ("Assignee") with its principal place of business at 11840 Valley View Road, Eden Prairie, MN 55440.

WITNESSETH

WHEREAS, Assignor and C&S Acquisition LLC ("C&S") are among the parties to that certain Asset Purchase Agreement, dated as of July 7, 2003 (the "Agreement"), pursuant to which Assignor has agreed to sell, assign, transfer and deliver to C&S (or its designee) and C&S has agreed to (or to have its designee) purchase, acquire and take assignment and delivery of the Acquired Assets (as defined in the Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and deliver to Assignee all of Assignor's and its Affiliates' (as defined in the Agreement) right, title, and interest in and to:

All trademark registrations and applications set forth on Attachment I, all goodwill associated therewith, and rights to sue for past Infringement (as defined in the Agreement) thereof, and all rights corresponding to the foregoing throughout the world.

Assignor further agree, without further consideration, to cause to be performed such lawful acts and to execute such further assignments and other lawful documents as Assignee may reasonably request to effectuate fully this Assignment.

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed by the signature of its duly authorized officer as of the date above first written.

ASSIGNOR:
Fleming Companies, Inc.

By: *Ted Spay*
Authorized Signatory

Acknowledged and
Accepted:

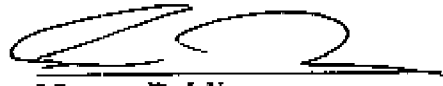
ASSIGNEE:

By: *Stephen P. Kilgriff*
Name: STEPHEN P. KILGRIFF
Title: VICE PRESIDENT

STATE OF)
) SS.
COUNTY OF)

I, a notary public, in and for the county and state aforesaid, do hereby certify that Fred Stegner personally known to me to be the authorized signatory for Fleming Companies, Inc., an Oklahoma corporation, appeared before me this day in person and acknowledged that (s)he signed the above and foregoing instrument as his/her free and voluntary act and as the free and voluntary act of said corporation pursuant to authority granted to him/her by the board of directors of said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this [] day of August, 2003.


Notary Public

My commission expires: _____

EDWARD ZELTSER
NOTARY PUBLIC, State of New York
No. 01ZE6080452
Qualified in New York County
Commission Expires Sept. 16, 2006