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Form PTO-1594

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6-2503 RECC TF



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DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

BI-LO, Inc.

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

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

2. Name and address of receiving party(ies)

Name: BI-LO Brands, Inc.

Internal

Address: _____

Street Address: 300 Delaware Avenue

City: Wilmington State: DE Zip: 19801

- 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: 10/08/1999

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2725241

Additional number(s) attached Yes No

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

Name: Sue Heberlig, Paralegal

Internal Address: _____

Street Address: P.O. Box 1166

City: Harrisburg State: PA Zip: 17108

6. Total number of applications and registrations involved: _____

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- 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.

Sue Heberlig

Name of Person Signing

Signature

6.23.03

Date

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

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

FINANCE SECTION
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TRADEMARK
REEL: 002765 FRAME: 0909

TRADEMARK AND SERVICE MARK ASSIGNMENT AGREEMENT

THIS TRADEMARK AND SERVICE MARK ASSIGNMENT AGREEMENT (this "Agreement") is made this 8th day of October, 1999, between BI-LO, Inc., a Delaware corporation ("Assignor"), and BI-LO Brands, Inc., a Delaware corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor owns trademarks used in connection with goods and service marks used in connection with retail grocery store services;

WHEREAS, Assignee desires to obtain all right, title and interest in said trademarks and service marks of Assignor;

NOW, THEREFORE, for Ten Dollars (\$10.00) and other valuable consideration, and in consideration of the mutual promises herein, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns and grants to Assignee all right, title and interest in and to all of the following trademarks and service marks of Assignor, whether now owned or existing or hereafter acquired:

(a) all trademarks, trademark registrations and all trademark applications that have been filed based on use or for which a verified statement of use has been filed, including, without limitation, each trademark application listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) the right to sue for past, present and future infringements or dilution thereof or injury to the associated goodwill, and (iii) all rights, Assignor may have corresponding to (i) - (iii) above throughout the world, provided, however, the trademarks conveyed herein shall not include the "BI-LO CENTER" trademarks and any other trademarks obtained by Assignor pursuant to Assignor's License and Naming Agreement, dated July 30, 1996, for the BI-LO CENTER, located in Greenville, South Carolina; and

(b) all service marks, service mark registrations and all service mark applications that have been filed based on use or for which a verified statement of use has been filed, including, without limitation, each service mark application listed on Exhibit B attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) the right to sue for past, present and future infringements or dilution thereof or injury to the associated goodwill, and (iii) all rights Assignor may have corresponding to (i) - (iii) above throughout the world; provided, however, the service marks conveyed herein shall not include the "BI-LO CENTER" service marks and any other service marks obtained by

.. Assignor pursuant to Assignor's License and Naming Agreement, dated July 30, 1996, for the BI-LO CENTER, located in Greenville, South Carolina; and

(c) the goodwill of Assignor's business" connected with and symbolized by each of the trademarks identified in paragraph 1.(a) hereof and service marks identified in paragraph 1.(b) hereof.

2. In the event Assignor obtains rights to any new trademarks or service marks, determines it has trademarks or service marks presently owned by it but not listed on Exhibit A or Exhibit B, or becomes entitled to the benefit of any trademark or service mark application or trademark or service mark renewal of any of the trademarks or service marks conveyed herein, the provisions of paragraph 1 hereof shall automatically apply thereto, and Assignor hereby authorizes Assignee to modify this Agreement by amending Exhibit A and Exhibit B to include any such trademarks or service marks and trademark or service mark applications.

3. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

4. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 2 hereof.

5. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Assignee and upon the successors and assigns of Assignor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal in Greenville, South Carolina, on the day and year first written above.

ATTEST:

By: [Signature]
Secretary

[CORPORATE SEAL]

BI-LO, INC.
("Assignor")

By: [Signature]
Title: VP of Finance

BI-LO BRANDS, INC.
("Assignee")

By: [Signature]
Title: Director

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

BEFORE ME, the undersigned authority, on this day personally appeared Harold Hunt, VP of Finance of BI-LO, Inc. to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 8th day of October, 1999.

Janeta Kobylk Harris
Notary Public
My Commission Expires: 6/14/09

[NOTARIAL SEAL] 15

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

BEFORE ME, the undersigned authority, on this day personally appeared Ron Hall, Director of BI-LO Brands, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 8th day of October, 1999.

Dona C. Simon
Notary Public My Commission Expires
My Commission Expires: June 8, 2009

[NOTARIAL SEAL]

EXHIBIT B

ABANDONED FEDERAL SERVICE MARK APPLICATIONS

MARK	SERIAL OR REG. NO.	FILING OR REG. DATE	SERVICES
BABY FIRST CLUB (and Design)	75/309,772	06/16/97	Retail grocery store services.
BONUSPOINTS	75/501,828	06/15/98	Retail grocery store services featuring a program in which points are accumulated by patrons to be used for discounts, purchase incentives, awards, or future purchases.
BONUSPOINTS (and Design)	75/501,837	06/15/98	Retail grocery store services featuring a program in which points are accumulated by patrons to be used for discounts, purchase incentives, awards or future purchases.
BUTTERCUP	75/212,346	12/12/96	Retail grocery store services.
KID STUFF	75/212,341	12/12/96	Retail grocery store services.
MEALS IN MINUTES	75/315,196	06/26/97	Retail grocery store services.
PREFERRED CUSTOMER CARD	75/124,999	06/25/96	Tracking of retail purchases for consumers for awarding discounts, purchase incentives, and awards to consumers and/or their designee.
QUALITY DOESN'T HAVE TO BE EXPENSIVE	Serial No. Not Yet Assigned. Investigation Pending. (Filed 10/13/00)		Retail grocery store services.
SOUTHERN HEARTH	75/175,964	10/02/96	Retail bakery services.
WALTER CERTIFIED FRESH	75/343,141	08/19/97	Retail grocery store services.
WALTER'S PRODUCE	75/343,139	08/19/97	Retail grocery store services.

CANCELLED/EXPIRED FEDERAL SERVICE MARK REGISTRATIONS

MARK	SERIAL OR REG. NO.	FILING OR REG. DATE	SERVICES
(DESIGN MARK) ("The mark consists of two three-dimensional steers placed above applicant's store signs.")	960,632	06/05/73	Grocery store services.
RED FOOD	1,714,394	09/08/92	Retail supermarket store services.
RED FOOD II FAMILY CENTER	1,808,205	11/30/93	Retail supermarket store services.