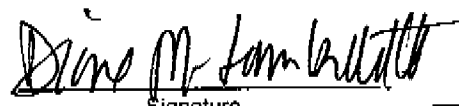


Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼		<b>RECORDATION FORM COVER SHEET</b> <b>TRADEMARKS ONLY</b>		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
<b>1. Name of conveying party(ies):</b>  Koninklijke Ahold N.V.  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other <u>Netherlands limited liability company</u>  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			<b>2. Name and address of receiving party(ies)</b> Name: <u>The Pantry, Inc.</u> Internal Address: _____ Street Address: <u>1801 Douglas Drive</u> City: <u>Sanford</u> State: <u>NC</u> Zip: <u>27331</u>  <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____ <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No            (Designations must be a separate document from assignment)            Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small>		
<b>3. Nature of conveyance:</b> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>10/16/2003</u>			<b>4. Application number(s) or registration number(s):</b> A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) <u>994,024 and 1,186,208</u> Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b> Name: <u>Bingham McCutchen LLP</u> Internal Address: <u>Diane M. Lambillotte</u>  Street Address: <u>355 South Grand Avenue,</u> <u>Suite 4400</u>  City: <u>Los Angeles</u> State: <u>CA</u> Zip: <u>90071</u>			<b>6. Total number of applications and registrations involved:</b> <span style="border: 1px solid black; padding: 2px 5px;">2</span>  <b>7. Total fee (37 CFR 3.41).....\$</b> <u>65.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account  <b>8. Deposit account number:</b> <u>502519</u>		
<b>DO NOT USE THIS SPACE</b>					
<b>9. Signature.</b>  <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;"> <u>Diane M. Lambillotte</u>            Name of Person Signing         </div> <div style="text-align: center;">             Signature         </div> <div style="text-align: center;"> <u>12/18/2003</u>            Date         </div> </div> <div style="text-align: right; margin-top: 10px;"> <span style="border: 1px solid black; padding: 2px 5px;">9</span> </div>					

Total number of pages including cover sheet, attachments, and document: 9

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

CH \$65.00 502519 0994024

### TRADEMARK ASSIGNMENT

WHEREAS, Koninklijke Ahold N.V., a public company with limited liability organized and existing under the laws of the Netherlands and having a principal place of business at Albert Heijnweg 1, 1507 EH Zaandam, the Netherlands ("ASSIGNOR") owns the entire right, title and interest in, to and under the trademarks and trademark applications set forth in the attached Schedule A (the "Properties"), and

WHEREAS, The Pantry, Inc., a corporation organized and existing under and by virtue of the laws of the State of Delaware and having a principal place of business at 1801 Douglas Drive, Sanford, North Carolina 27331 ("ASSIGNEE"), is desirous of acquiring the entire right, title and interest in, to and under the Properties.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the ASSIGNOR has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto the ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the Properties, together with the goodwill of the business symbolized by the Properties, and the registration thereof, and further including: all income, royalties, and damages now and hereafter due and/or payable to ASSIGNOR, including without limitation, damages and payments for past or future infringements and misappropriations thereof, all rights to sue for past, present and future infringements or misappropriations thereof, and all rights corresponding to any of the above throughout the world;

AND THE ASSIGNOR HEREBY authorizes and requests the Commissioner of the United States Patent and Trademark Office, or appropriate state agencies, as the case may be, and any official of any country or countries foreign to the United States, whose duty is to issue trademark registrations or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument;

AND THE ASSIGNOR HEREBY covenants and agrees that the ASSIGNOR has full right to convey the entire interest herein assigned, and that the ASSIGNOR has not executed, and will not execute, any agreement in conflict herewith;

AND THE ASSIGNOR HEREBY covenants and agrees that the ASSIGNOR will execute, acknowledge, and deliver to ASSIGNEE, its successors, legal representatives and assigns, such other and further assignments, instruments, and documents as ASSIGNEE reasonably may request for the purpose of establishing, evidencing, registering, enforcing, or defending its ownership of all rights, titles, and interests in and to the Properties. ASSIGNOR constitutes and appoints ASSIGNEE as ASSIGNOR's agent and attorney-in-fact, with full power of substitution, to execute and deliver such assignments, instruments, and documents as ASSIGNOR may fail or refuse to execute and deliver, this power and agency being coupled with an interest and being irrevocable.

IN WITNESS WHEREOF the undersigned has executed this assignment by its duly authorized officer as of this 16<sup>th</sup> day of October, 2003.

KONINKLIJKE AHOLD N.V.

By:  *Cya*

Name: M.P.M. de Raad

Title: Executive Vice President

Date:

THE PANTRY, INC.

By: 

Name: Steven J. Feldman

Title: SVP Admin.

Date: October 16, 2003

SCHEDULE A

Properties

**SCHEDULE A****Properties****Mark****Registering Authority**

GOLDEN GALLON  
For: Fruit Punch, etc.  
For: Fluid Milk, etc.

United States Patent and Trademark Office  
Reg. No. 994,024

GOLDEN GALLON  
For: In connection with convenience retail  
grocery store services

United States Patent and Trademark Office  
Reg. No. 1,186,208

**SCHEDULE A****Properties**

GOLDEN GALLON &amp; DESIGN

Georgia  
Reg. No. S-4147

GET IT QUICK

Georgia  
Reg. No. S-107

**SCHEDULE A**

**Properties**

GOLDEN GALLON

Tennessee

For: Fruit punch, orange and grape  
flavored drinks, which have water as an  
ingredient; fluid milk, homogenized,  
chocolate, skim and buttermilk, etc.