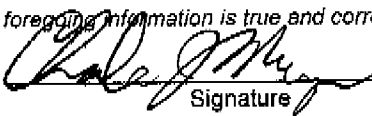


WEMMH-1594 (4/03)

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)		RECORDATION FORM COVER SHEET TRADEMARKS ONLY		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
Tab settings → → →					
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): MARSH SUPERMARKETS, INC. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-INDIANA <input type="checkbox"/> Other _____			2. Name and address of receiving party(ies) Name: TRADEMARK HOLDINGS, INC. Internal Address: _____ Street Address: 1105 NORTH MARKET, SUITE 1300 City: WILMINGTON State: DELAWARE Zip: 19801 <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input type="checkbox"/> Other _____		
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No			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) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
3. Nature of conveyance: <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: FEBRUARY 2, 2004					
4. Application number(s) or registration number(s): A. Trademark Application No.(s)			B. Trademark Registration No.(s) 2,804,277		
Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Charles J. Meyer Internal Address: Woodard, Emhardt, Moriarty, McNett & Henry LLP Street Address: Bank One Center/Tower, 111 Monument Circle, Suite 3700 City: Indianapolis State: Indiana Zip: 46204			6. Total number of applications and registrations involved: 1		
			7. Total fee (37 CFR 3.41) \$40.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account		
			8. Deposit account number: 23-3030 (Attach duplicate copy of this page if paying by deposit account)		
DO NOT USE THIS SPACE					
9. Statement and signature. <i>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.</i> Charles J. Meyer  February 6, 2004 Name of Person Signing Signature Date					
Total number of pages including cover sheet, attachments, and document: 5					

Mail documents to be recorded with required cover sheet information to: 001063-000225.CJM/dys.263839
 Director of the U.S. Patent and Trademark Office, Mail Stop Assignment Recordation Services
 Washington, D.C. 20231
 VIA FACSIMILE (703) 306-5985

CH \$40.00 233030 2804277

001063-000225.CJM/dys.262792

ASSIGNMENT

WHEREAS, Marsh Supermarkets, Inc., an Indiana corporation located at 9800 Crosspoint Boulevard, Indianapolis, Indiana 46256 (hereinafter "Assignor"), is the owner of the United States Trademark registration 2,804,277, for the mark FIELDING THE MOUSE & Design, registered January 13, 2004; and,

WHEREAS, Trademark Holdings, Inc., a Delaware corporation located at 1105 North Market, Suite 1300, Wilmington, Delaware 19801 (hereinafter "Assignee"), desires to acquire said mark and registration thereon;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN

Be it known that for and in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and valuable consideration said Marsh Supermarkets, Inc., hereby acknowledges the aforesaid contribution, assignment and transfer, and by these presents does contribute, assign and transfer unto Trademark Holdings, Inc. the entire right, title and interest in and to the above named trademark, including the Certificate of Registration, together with the goodwill of the business symbolized by said mark, together with all rights of action, in law or in equity, for any past or future infringement thereof. Assignor agrees to promptly execute and deliver to Assignee or its legal representatives all papers, instruments or affidavits required to carry out and record this transfer and assignment of the Trademark Properties to Assignee.

Said trademark and registration is to be held and enjoyed by Trademark Holdings, Inc. for its own use and benefit and for its successors and assigns to the full end of the present or extended term for which said Certificate of Registrations has been granted, as fully and entirely as the same would have been held by Marsh Supermarkets, Inc. if this assignment and contribution had not been made.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be
executed and effective as of the 2nd day of February, 2004.

WITNESS Assignor's hand:


MARSH SUPERMARKETS, INC.

By: 

P. Lawrence Butt
Senior Vice President

STATE OF INDIANA)
) SS:
COUNTY OF Hamilton)

Before me, a Notary Public, in and for said County and State, personally appeared the
above-named for Assignor, P. Lawrence Butt, to me personally known, and who executed the
foregoing Assignment in my presence and acknowledged the execution thereof as his free and
voluntary act and deed for the uses and purposes therein set forth and expressed.


Notary Public

My Commission Expires:

December 20, 2009

