

09-29-2003  
102561249

To the Director of the United States Patent and Trademark Office, please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
 Randall's Food and Drugs, Inc.  
 Individual(s)     Association  
 General Partnership     Limited Partnership  
 Corporation - State of Delaware  
 Other \_\_\_\_\_  
 Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of Conveyance:  
 Assignment     Merger  
 Security Agreement     Change of Name  
 Other \_\_\_\_\_  
 Execution Date: June 20, 2003

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s)  
       75/183,819

2. Name and address of receiving party(ies):  
 Name: Randall's Food & Drugs, LP  
 Address: 3663 Briarpark Drive  
           Houston, Texas 77042  
 Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership - Delaware  
 Corporation -  
 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

B. Trademark Registration No.(s)  
       See Attached

5. Name and address of party to whom correspondence concerning document should be mailed.  
 Jordan S. Weinstein, Esquire  
 OBLON, SPIVAK, McCLELLAND, MAIER & NEUSTADT, P.C.  
 Attorneys at Law  
 1940 Duke Street  
 Alexandria, Virginia 22314  
 OSMMN Ref: 210395US-10885-56

6. Total number of applications and registrations involved: 38  
 7. Total fee (37 CFR 3.41): \$965.00  
 Enclosed  
 Authorized to be charged to deposit account  
 8. Deposit account number: 50-2014  
 (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.*

Jordan S. Weinstein  
Name of Person Signing

*Jordan S. Weinstein*  
Signature

June 24, 2003  
Date

Total number of pages, including cover sheet, attachments, and document: 7

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

Director of the United States Patent and Trademark Office  
Mail Stop Assignment Recordation Services  
Alexandria, Virginia 22313

**Recordation Form Cover Sheet – Page 2**  
**4.B: Additional Trademark Registration Nos.**

2,384,508	1,875,694	2,316,646
2,342,996	1,417,880	2,441,903
2,215,144	2,503,333	2,353,454
2,353,453	2,503,337	2,353,451
2,503,334	2,405,214	2,420,564
2,503,336	2,353,452	2,408,551
2,503,340	2,448,983	2,363,894
2,503,332	2,448,981	2,179,378
2,448,982	2,153,449	2,300,878
2,448,753	2,421,277	2,161,249
2,357,234	2,429,762	2,305,066
2,331,520	2,356,825	2,342,717
2,403,278		

**EXHIBIT 1**

<b>Trademark</b>	<b>Application/ Registration No.</b>
R REMARKABLE & Design	75/183,819
MENU SELECTIONS	2,215,144
THE BUSY CHEF	2,384,508
SIMON DAVID	1,417,880
TOM THUMB FOOD & PHARMACY	1,875,694
REMARKABLE RANDALL'S	2,503,333
RANDALL'S FOOD & DRUGS & Design	2,503,337
RANDALL'S FLAGSHIP	2,503,334
TELL A FRIEND ABOUT RANDALL'S...YOUR REMARKABLE STORE	2,503,336
RANDALLS FOOD & PHARMACY	2,503,340
RANDALL'S STYLIZED	2,503,332
R REMARKABLE	2,405,214
FLAGSHIP	2,353,452
TOM THUMB CARES CANCER AWARENESS REQUIRES EDUCATION AND SUPPORT	2,448,983
RANDALLS FOR KIDS & Design	2,448,981
TOM THUMB FOR KIDS	2,448,982
REMARKABLE	2,448,753
RANDALLS REMARKABLE	2,357,234
R REMARKABLE DESIGN	2,153,449
RANDALLS CARES CANCER AWARENESS REQUIRES EDUCATION AND SUPPORT	2,421,277
KINDNESS FOR KIDS (Stylized)	2,429,762

<b>Trademark</b>	<b>Application/ Registration No.</b>
TOM THUMB...YOUR REMARKABLE STORE	2,316,646
TOM THUMB REWARD	2,441,903
FLAGSHIP	2,353,454
FLAGSHIP	2,353,451
FLAGSHIP	2,420,564
YOUR REMARKABLE STORE	2,408,551
R REMARKABLE	2,363,894
TODOS SANTOS	2,179,378
PURRFECTLY REMARKABLE	2,300,878
CAN DO! & Design	2,161,249
REMARKABLE	2,305,066
R REMARKABLE	2,331,520
R REMARKABLE	2,356,825
R REMARKABLE	2,342,717
R REMARKABLE	2,403,278
REMARKABLE REWARDS	2,342,996
FLAGSHIP	2,353,453

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## ASSIGNMENT

WHEREAS, RANDALL'S FOOD & DRUGS, INC., a corporation organized under the laws of Delaware, located and doing business at 3663 Briarpark Drive, Houston, Texas 77042 (hereinafter referred to as "Incorporated") was the owner of the trademark registrations and applications as set forth in the Index attached hereto as Exhibit 1; and

WHEREAS, RANDALL'S FOOD & DRUGS, LP, a limited partnership organized under the laws of Delaware located and doing business at 3663 Briarpark Drive, Houston, Texas 77042, whose general partner is RANDALL'S FOOD MARKETS, INC., a corporation organized under the laws of Delaware, located and doing business at 3663 Briarpark Drive, Houston, Texas 77042 (hereinafter referred to as "Partnership"), is the successor to the entire business of Incorporated;

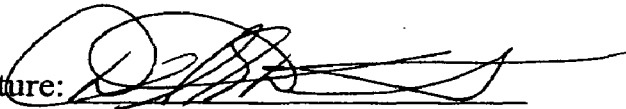
WHEREAS, Partnership succeeded to the ownership of the trademark registrations and applications as set forth in the Index attached hereto as Exhibit 1; and

WHEREAS, Partnership desires to record its ownership of the trademark registrations and applications as set forth in the Index attached hereto.

NOW, THEREFORE, this instrument witnesseth that, effective on the 2<sup>nd</sup> day of May, 2001, Partnership acquired all rights, title and interest in and to the trademark registrations and applications as set forth in the Index attached hereto as Exhibit 1 and the

goodwill connected with and symbolized by the trademarks together with the right to recover for past infringement of said trademarks prior to the date of this instrument.

RANDALL'S FOOD & DRUGS, INC.

Signature: 

Name: DAVID E. DURANT  
(printed or typewritten)

Title/Position: ASST VP/ASST SECRETARY

Date: 6/20/03

RANDALL'S FOOD & DRUGS, LP

BY ITS GENERAL PARTNER  
RANDALLS FOOD MARKETS INC.

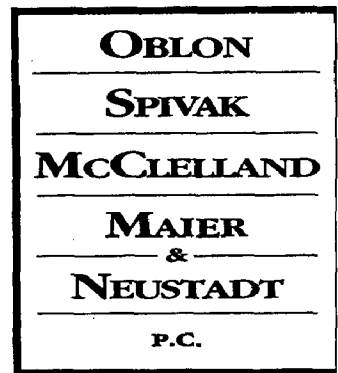
Signature: 

Name: DAVID E. DURANT  
(printed or typewritten)

Title/Position: ASST VP/ASST SECRETARY

Date: 6/25/03

JSW/dlb I:\ATTY\JSW\SAFEWAY\10885-210395US-ASSIGNMENT.DOC



June 25, 2003

Honorable Commissioner for Trademarks  
2900 Crystal Drive  
Arlington, VA 22202-3514

ATTORNEYS AT LAW  
JORDAN S. WEINSTEIN  
(703) 412-6442  
JWEINSTEIN@OBLON.COM

Re: RANDALL'S FOOD AND DRUGS, LP  
Mark: VARIOUS TRADEMARKS  
Atty Dkt. No.: 210395US56SD

Dear Commissioner:

We enclose the following for filing in the U.S. Patent and Trademark Office:

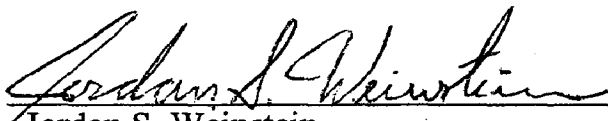
Assignment

Also enclosed is our check for the required filing fee in the amount of \$115.00.

The Commissioner is hereby authorized to charge any additional fees which may be required, or credit any overpayment, to Account No. 50-2014.

Respectfully submitted,

OBLON, SPIVAK, MCCLELLAND,  
MAIER & NEUSTADT, P.C.

  
\_\_\_\_\_  
Jordan S. Weinstein

JSW/db

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by the trademarks together with the right to recover for past infringement of said trademarks prior to the date of this instrument.

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Signature: 

Name: DAVID E. DURANT  
(printed or typewritten)

Title/Position: ASST VP / ASST SECRETARY

Date: 6/20/03

RANDALL'S FOOD & DRUGS, LP

BY ITS GENERAL PARTNER  
RANDALL'S FOOD MARKETS INC.

Signature: 

Name: DAVID E. DURANT  
(printed or typewritten)

Title/Position: ASST VP / ASST SECRETARY

Date: 6/20/03

**EXHIBIT 1**

<b>Trademark</b>	<b>Application/ Registration No.</b>
R REMARKABLE	75/584,025
RANDALL'S FOOD & DRUGS YOUR REMARKABLE STORE! & Design	2,503,335
FLAGSHIP	2,622,624
TOM THUMB	1,975,931

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