

FORM PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
M&G 8442.172US01

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

U.S. DEPARTMENT OF COMMERCE
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):

Field Container Company, L.P.

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

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

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

SUPERVALU INC.
11840 Valley View Road
Eden Prairie, MN 55344

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other: _____

Execution Date: June 1, 2004

Individual(s) citizenship Association
 General Partnership Limited Partnership
 Corporation-State of Delaware
 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

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

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

1,992,381 (BAKERY CREATIONS)
1,992,382 (DELI CREATIONS)

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: Two (2)

7. Total fee (37 CFR 3.41): \$65.00
 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. Signature:

Scott W. Johnston  July 14, 2004
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: Three (3)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Director of the United States Patent and Trademark Office
Washington, D.C. 20231

CHI \$65.00 132726 1992381

TRADEMARK ASSIGNMENT

This Agreement is by and between Field Container Company, L.P., a Delaware limited partnership having an office and place of business at 1500 Nicholas Blvd., Elk Grove Village, IL 60007, ("Assignor"), which has adopted and is using the marks **BAKERY CREATIONS** and **DELI CREATIONS**, and SUPERVALU INC., a Delaware corporation having its principal place of business at 11840 Valley View Road, Eden Prairie, MN 55344 ("Assignee").

WHEREAS, Assignor, is the owner of those certain trademarks identified as follows:

BAKERY CREATIONS, Registration No. 1,992,381

DELI CREATIONS, Registration No. 1,992,382

the "Trademarks"; and

WHEREAS, Assignee, wishes to acquire the entire rights, title, and interest in the Trademarks.

NOW, the parties agree as follows:

1. Assignment Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademarks.

2. Representations and Warranties Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power and authority to enter into this Agreement;
- (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademarks;
- (c) The Trademarks are free of any liens, security interests, encumbrances or licenses;
- (d) The Trademarks do not infringe the rights of any person or entity;
- (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademarks;
- (f) This Agreement is valid, binding and enforceable in accordance with its terms; and
- (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

3. Entire Agreement This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter

hereof, with the exception of the Letter of Understanding between SUPERVALU INC. and Field Container Company, L.P. signed May, 2004.

4. **Amendment.** This Agreement may be amended only by a writing signed by both parties.

5. **Severability.** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

6. **Governing Law.** This Agreement shall be construed and governed by the laws of the State of Minnesota.

IN WITNESS WHEREOF, the said Field Container/Marketing Concepts Group, L.P. has caused this Agreement to be executed this 1st day of June, 2004.

SUPERVALU INC

FIELD CONTAINER COMPANY, L.P.

By: R. L. Bunt
Its: DIRECTOR of STORE SUPPLIES

By: [Signature]
Its: Chief Operating Officer