

U.S. F

03-30-2004

Docket No. 41030.0045



TRADEMARK

SHEET

102707934

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New 3/25/04
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date

Month Day Year

February 23, 2004

Name Fleming Companies, Inc.

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Oklahoma

Receiving Party

Mark if additional names of receiving parties attached

Name Surry Licensing LLC

DBA/AKATA _____

Composed of _____

Address (line 1) 7 Corporate Drive

Address (line 2) _____

Address (line 3) Keene

City

New Hampshire

State/Country

03431

Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other Limited liability company
- Citizenship/State of Incorporation/Organization New Hampshire

FOR OFFICE USE ONLY

03/29/2004 ECDOPER 00000136 191565 2693083

01 FC:8521 40.00 DA

Mail documents to be recorded with required cover sheet(s) information to: Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name _____

Address (line 1) _____

Address (line 2) _____

Address (line 3) _____

Address (line 4) _____

Correspondent Name and Address

Area Code and Telephone Number

202.663.8000

Name Caroline C. Smith

Address (line 1) ShawPittman LLP

Address (line 2) 2300 N Street, NW

Address (line 3) Washington, D.C. 20037-1128

Address (line 4) _____

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

3

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

2693083

Number of Properties

Enter the total number of properties involved.

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ \$40

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

19-1565

Authorization to charge additional fees:

Yes No

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. Charges to deposit account are authorized, as indicated herein.

Caroline C. Smith

Name of Person Signing

Caroline C. Smith

Signature

3/25/04

Date Signed

ASSIGNMENT OF INTELLECTUAL PROPERTY
(Crestwood)

This ASSIGNMENT OF INTELLECTUAL PROPERTY, dated as of February 19, 2004 (this "Assignment") by Fleming Companies, Inc., an Oklahoma corporation, ("Assignor"), in favor of Surry Licensing LLC, a New Hampshire limited liability company ("Assignee") with its principal place of business at 7 Corporate Drive, Keene, NH 03431.

W I T N E S S E T H

WHEREAS, Fleming Transportation Service, Inc., an Oklahoma corporation, RFS Marketing Services, Inc., an Oklahoma corporation, Fleming International Ltd., an Oklahoma corporation, Fleming Foods of Texas L.P., an Oklahoma limited partnership, Fleming Foods Management Co., L.L.C., an Oklahoma limited liability company (collectively, "Fleming"), Assignor and C&S Acquisition LLC ("C&S") are among the parties to that certain Asset Purchase Agreement, dated as of July 7, 2003 (the "Agreement"), pursuant to which Fleming and Assignor have agreed to sell, assign, transfer and deliver to C&S (or its designee) and C&S has agreed to (or have its designee) purchase, acquire and take assignment and delivery of the Acquired Assets (as defined in the Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and deliver to Assignee all of Assignor's and its Affiliates' (as defined in the Agreement) right, title, and interest in and to the trademark registration set forth on Attachment I hereto, all goodwill associated therewith, and rights to sue for past Infringement (as defined in the Agreement) thereof and, all rights corresponding to the foregoing throughout the world.

Assignor further agrees, without further consideration, to cause to be performed such lawful acts and to execute such further assignments and other lawful documents as Assignee may reasonably request to effectuate fully this Assignment.

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed by the signature of its duly authorized officer as of the date above first written.

ASSIGNORS:

Fleming Companies, Inc.

By: Kirsten E. R.
Authorized Signatory

Acknowledged and Accepted:

ASSIGNEE:

Surry Licensing LLC

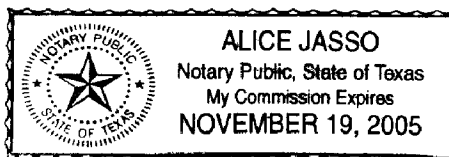
By: [Signature]
Name: Carl Wisbeck
Title: SUP

STATE OF TEXAS)
) SS.
COUNTY OF DENTON)

I, a notary public, in and for the county and state aforesaid, do hereby certify that KIRSTEN E. RICHESON personally known to me to be the authorized signatory for Fleming Companies, Inc., an Oklahoma corporation, appeared before me this day in person and acknowledged that (s)he signed the above and foregoing instrument as his/her free and voluntary act and as the free and voluntary act of said entity pursuant to authority granted to him/her by the board of directors of said corporation, or comparable governing body for the other types of entities, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 23rd day of February, 2004.

[Signature]
Notary Public



ATTACHMENT I TO ASSIGNMENT OF INTELLECTUAL PROPERTY
Trademark

Legal Entity	Mark	Type	Registration
Fleming Companies, Inc.	CRESTWOOD BAKERY	Federal	2,693,083