

FORM PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
M&G 8442.111US01

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):
Surry Licensing LLC

Individuals Association
 General Partnership Limited Partnership
 Corporation-State of
 Other: New Hampshire limited liability company

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

2. Name and address of receiving party(ies):
**SUPERVALU Holdings, Inc.
11840 Valley View Road
Eden Prairie, MN 55344**

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other:

Execution Date: September 13, 2003

Individual(s) citizenship Association
 General Partnership Limited Partnership
 Corporation-State of Missouri
 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)
2,693,083

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: **One (1)**

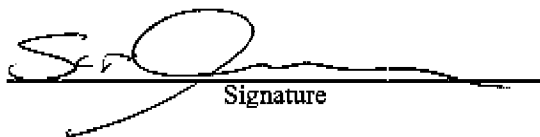
7. Total fee (37 CFR 3.41): **\$40.00**
 Enclosed
 Authorized to be charged to deposit account

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
Name of Person Signing



Signature

September 30, 2004
Date

Total number of pages including cover sheet, attachments, and document: Six (6)

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 \$40.00 132726 2693083

ASSIGNMENT OF INTELLECTUAL PROPERTY
(Crestwood)

This ASSIGNMENT OF INTELLECTUAL PROPERTY, dated as of September ____ 2003 (this "Assignment") by Surry Licensing LLC, a New Hampshire limited liability company ("Assignor"), in favor of SUPERVALU Holdings, Inc., a Missouri corporation ("Assignee") with its principal place of business at 11840 Valley View Road, Eden Prairie, MN 55440.

WITNESSETH

WHEREAS, C&S Acquisition LLC, SUPERVALU INC. and the other entities identified therein are parties to an Asset Exchange Agreement, dated as of September 6, 2003, whereby SUPERVALU will acquire all rights associated with certain of the assets acquired by Assignor pursuant to the Fleming Asset Purchase Agreement, or the rights to acquire such assets (as amended from time to time, the "Asset Exchange 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 right, title, and interest in and to:

All trademark registrations and applications set forth on Attachment I, all goodwill associated therewith, and rights to sue for past Infringement (as defined in the Asset Exchange Agreement) thereof, and all rights corresponding to the foregoing throughout the world.

Assignor further agree, 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.

ASSIGNOR:
Surry Licensing LLC

By: 
Name:
Title: *SVP*

Acknowledged and Accepted:

ASSIGNEE:
SUPERVALU Holdings, Inc.

By: 
Name: STEPHEN H. KILGRIFF
Title: VICE PRESIDENT

STATE OF New York)
COUNTY OF New York) SS.

I, a notary public, in and for the county and state aforesaid, do hereby certify that Carl Westreich personally known to me to be the SVP of Surry Licensing LLC, a New Hampshire limited liability company, 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 company pursuant to authority granted to him/her by the board of directors of said company for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 13 day of September, 2003.

Demian Akhan
Notary Public

My commission expires: Oct. 2, 2005

DEMIAN AKHAN
Notary Public, State of New York
No. 01AK5049199
Qualified in New York County
Commission Expires October 2, 2005

STATE OF New York)
) SS.
COUNTY OF New York)

I, a notary public, in and for the county and state aforesaid, do hereby certify that Stephen Kilgoff personally known to me to be the VP of Surry Licensing LLC, a New Hampshire limited liability company, 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 company pursuant to authority granted to him/her by the board of directors of said company for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 13 day of September, 2003.

Demian Akhan
Notary Public

My commission expires: 10/2/05

DEMIAN AKHAN
Notary Public, State of New York
No. 01AK5049199
Qualified In New York County
Commission Expires October 2, 2005

ATTACHMENT I TO ASSIGNMENT OF INTELLECTUAL PROPERTY
Trademarks

Legal Entity	Mark	Type	Registration
Surry Licensing LLC	CRESTWOOD BAKERY	Federal	Pending
Surry Licensing LLC	CRESTWOOD BAKERY & Design	Federal	2,547,355