

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eagle Food Centers, Inc.		12/29/2004	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Ralphs Grocery Company		
Street Address:	1100 West Artesia Boulevard P.O. Box 54143		
City:	Compton		
State/Country:	CALIFORNIA		
Postal Code:	90220		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2756155	FOODCO EAT BETTER SPEND LESS!	
CORRESPONDENCE DATA			
Fax Number:	(415)983-1200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(415) 983-6318		
Email:	sftrademarks@pillsburywinthrop.com		
Correspondent Name:	Laura C. Gustafson		
Address Line 1:	P.O. Box 7880		
Address Line 2:	Calendar/Docketing Department		
Address Line 4:	San Francisco, CALIFORNIA 94120-7880		
NAME OF SUBMITTER:	Laura C. Gustafson		
Signature:	/Laura C. Gustafson/		
Date:	01/13/2005		

CH \$40.00 2756155

Total Attachments: 2

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ASSIGNMENT

This Assignment is made effective as of November 5, 2004, between Eagle Food Centers, Inc. (Illinois corporation) ("Assignor") and Ralphs Grocery Company (Ohio corporation) ("Assignee").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor represents, covenants and warrants that it owns all right, title and interest free and clear in and to the marks FOODCO and FOODCO EAT BETTER SPEND LESS! for retail grocery, beverage, garden, meat, and produce store services (the "Marks"); the goodwill associated therewith, and United States Service Mark Registration No. 2756155, registered August 26, 2003.

2. Assignor represents, covenants and warrants that to the best of its knowledge (a) there are no past, pending or threatened claims, cases, or proceedings concerning the Marks or the aforesaid registration, and (b) it is not party to and has not granted any security interests, licenses or consents involving the Marks or aforesaid registration to any third parties.

3. Assignor represents, covenants and warrants that it (a) is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated; (b) has full power and authority and the legal right to own the Marks, goodwill and aforesaid registration, and to enter into this agreement; (c) is in compliance with all requirements of applicable law with respect to the subject matter of this agreement; and (d) has duly executed this agreement.

4. Assignor assigns, sells, conveys and transfers to Assignee all right, title and interest in and to The Marks, the goodwill associated therewith, and United States Service Mark Registration No. 2756155, registered August 26, 2003, together with all rights and causes of action accrued and to accrue under and by virtue hereof, including the right to sue and recover for past infringement.

5. The acknowledgments, representations, covenants and warranties hereunder shall survive execution of this agreement.

6. Assignor shall execute and deliver such further documents and shall take such other actions as may be reasonably required to carry out the intent of this assignment.

