

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bruno's Supermarkets, Inc.		06/02/2003	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bruno's Brands, Inc.		
<b>Street Address:</b>	300 Delaware Avenue		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19801		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1969490	SWIPEOUT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(717)237-5300		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	717-232-8000		
<b>Email:</b>	sheberli@mwn.com		
<b>Correspondent Name:</b>	Sue Heberlig		
<b>Address Line 1:</b>	100 Pine Street		
<b>Address Line 4:</b>	Harrisburg, PENNSYLVANIA 17108		
<b>NAME OF SUBMITTER:</b>	Sue Heberlig		
<b>Signature:</b>	/SueHeb/		
<b>Date:</b>	01/19/2005		

Total Attachments: 2  
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**TRADEMARK  
 REEL: 003012 FRAME: 0218**

**OP \$40.00 1969490**



TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT made as of the 2<sup>ND</sup> day of June, 2003, by and between Bruno's Supermarkets, Inc. (the "Assignor"), a Delaware corporation having its principal place of business at 800 Lakeshore Parkway, Birmingham, Alabama 35211, and Bruno's Brands, Inc. (the "Assignee"), a Delaware corporation having its principal place of business at 300 Delaware Avenue, Wilmington, Delaware 19801.

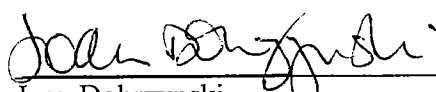
Assignor is the owner of trademarks and trademark registrations listed on Schedules "A" and "B" attached hereto; and

Assignor has elected to transfer all of its right, title, and interest in and to those trademarks and trademark registrations to Assignee.

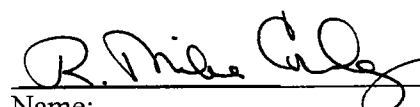
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Assignor hereby sells, assigns, and transfers unto Assignee the entire right, title and interest in and to those trademarks and trademarks registrations listed on Schedules "A" and "B" hereto, together with the goodwill of the business symbolized by the trademarks and trademark registrations, together with all claims for damages by reason of past infringement of said trademarks, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

BRUNO'S BRANDS, INC.

  
\_\_\_\_\_  
Joan Dobrzynski  
President

BRUNO'S SUPERMARKETS, INC.

  
\_\_\_\_\_  
Name:  
Title: ASSISTANT Secretary

**SCHEDULE A**

Federally Registered Marks

Trademark

Registration Number

SWIPEOUT

1,969,490