

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
Bruno's Supermarkets, Inc.		06/02/2003	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bruno's Brands, Inc.		
Street Address:	300 Delaware Avenue		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2792143	VINCENT'S MARKET	
CORRESPONDENCE DATA			
Fax Number:	(919)484-2070		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	919-484-2333		
Email:	trademarksrtp@wcsr.com		
Correspondent Name:	Mitchell A. Tuchman, Esq.		
Address Line 1:	PO Box 13069		
Address Line 4:	Research Triangle Pk, NORTH CAROLINA 27709		
ATTORNEY DOCKET NUMBER:	53832.6.9		
NAME OF SUBMITTER:	Mitchell A. Tuchman		
Signature:	/Mitchell A Tuchman/		
Date:	01/05/2006		

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Total Attachments: 3

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT made as of the 2ND 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

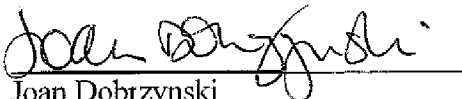
Assignor has elected to transfer all of its right, title, and interest in and to those trademarks and trademark registrations to Assignee.

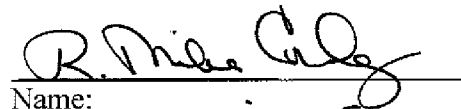
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Assignor hereby sells, assigns, and transfers unto Assignee the entire right, title and interest in and to those trademarks and trademarks registrations 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.

BRUNO'S SUPERMARKETS, INC.


Joan Dobrzynski
President


Name:
Title: ASSISTANT Secretary

SCHEDULE A

Federally Registered Marks

<u>Trademark</u>	<u>Registration Number</u>
CHECKPOINT FOR CHARITY	2,196,202
FOODMAX	1,479,152
FOODMAX Stylized	1,503,161
MAX PAK	1,488,695
SOUTHERN HOME	2,383,950
SOUTHERN HOME	2,232,549
SPIRAL REWARDS	2,459,243
SWIPEOUT	1,970,490
THE LOW PRICE PLACE	2,420,330
TURKEY DOLLARS	2,545,799
VINCENT'S MARKET	2,244,825

SCHEDULE B

Pending Federal Applications

SMART VALU	75/841,980
VINCENT'S MARKE I	76/287,407

State Registrations

BRUNO'S – Tennessee

Unregistered Trademarks

BRUNO'S
SMART BUYS
SUPER SAVER