

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
G.K. Skaggs, Inc.		04/08/2005	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	The Kroger Co.		
Street Address:	1014 Vine Street		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45202		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2670560	HOLLANDE 1620	
CORRESPONDENCE DATA			
Fax Number:	(858)509-4010		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	858 509 4006		
Email:	sdipdocket@pillsburylaw.com		
Correspondent Name:	Pillsbury Winthrop Shaw Pittman LLP/GAH		
Address Line 1:	11682 El Camino Real		
Address Line 2:	Suite 200		
Address Line 4:	San Diego, CALIFORNIA 92130		
ATTORNEY DOCKET NUMBER:	61148.325181		
NAME OF SUBMITTER:	Gabrielle Holley		
Signature:	/GAHolley/		
Date:	01/10/2006		

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Total Attachments: 1
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ASSIGNMENT

WHEREAS, G.K. Skaggs, Inc. ("Assignor") a corporation of the State of Nevada, having an address at 2081 Business Center Drive, Suite 285, Irvine, California 92612 is the registered owner of U.S. Trademark Registration No. 2670560 for the mark HOLLAND 1620; and

WHEREAS, The Kroger Co. ("Assignee"), an Ohio corporation having its principal place of business at 1014 Vine Street, Cincinnati, Ohio 45202 is desirous of acquiring the trademark registrations and the goodwill associated therewith; and

WHEREAS, Assignor and Assignee entered into an agreement effective October 1, 2001, and amended to become effective March 21, 2002, said Agreement to be terminated March 22, 2005; and

WHEREAS, pursuant to Section 7 of the Agreement, upon termination of the Agreement, Assignor agrees to execute an assignment of all rights, title, and interest in and to said trademarks and said trademark registrations to Assignee;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign upon Assignee effective March 22, 2005 all right, title and interest in and to said trademarks, together with the goodwill of the business symbolized by said trademarks, the registration of such trademarks, the logo used in connection with said trademarks, the trade dress rights associated therewith and any registration and application for registration therefore.

G.K. SKAGGS, INC.

By: 

Gregory Skaggs, President

Date: 04-08-2005