

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
BI-LO Brands, Inc.		12/04/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bruno's Brands, Inc.		
Street Address:	208 Bi-Lo Blvd.		
City:	Greenville		
State/Country:	SOUTH CAROLINA		
Postal Code:	29607		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78760205	FOOD WORLD	
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		
Address Line 1:	Womble Carlyle Sandridge & Rice		
Address Line 2:	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:	12/08/2006		

CH \$40.00 78760205

Total Attachments: 1
source=FOOD WORLD Assignment#page1.tif

SERVICE MARK ASSIGNMENT

THIS SERVICE MARK ASSIGNMENT (this "Assignment"), effective as of December 4, 2006 (the "Effective Date"), is from BI-LO BRANDS, INC., a Delaware corporation, having a principal place of business at 208 Bi-Lo Blvd., Greenville, SC 29607 ("Assignor"), to BRUNO'S BRANDS, INC., a Delaware corporation, having a principal place of business at 208 Bi-Lo Blvd., Greenville, SC 29607 ("Assignee").

RECITALS

WHEREAS, Assignor desires to assign, transfer and convey to Assignee all right, title and interest in and to the service mark FOOD WORLD (the "Mark"), a related pending application to register the Mark (U.S. Ser. No. 78/760,205) (the "Application") in the United States Patent and Trademark Office (the "PTO"), together with any and all goodwill of the business associated with the Mark (the "Goodwill");

WHEREAS, Assignee desires to acquire the Mark and the Goodwill; and

WHEREAS, Assignor and Assignee desire to confirm of record such assignment;

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, ten dollars (\$10), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor shall and hereby does assign, transfer and convey to Assignee all right, title and interest in and to the Mark together with (i) the Application, (ii) the Goodwill, and (iii) all causes of action, claims and demands arising from any infringement, including past infringements, arising on the Mark.

2. Further Assurances. Assignor shall without further consideration perform such other lawful acts and execute such additional lawful documents as Assignee may reasonably request from time to time to fully effect this Assignment and to permit Assignee to be duly recorded as the owner of the Application and any registration that may result from the prosecution thereof in the PTO.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their respective authorized officers.

BI-LO BRANDS, INC.

By: Joan Yori
Joan Yori

President and Secretary

Title

12/04/2006

Date

BRUNO'S BRANDS, INC.

By: Joan Yori
Joan Yori

President and Secretary

Title

12/04/2006

Date