

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
Surry Licensing LLC		09/22/2006	LIMITED LIABILITY COMPANY: NEW HAMPSHIRE
Piggly Wiggly LLC		09/22/2006	LIMITED LIABILITY COMPANY: NEW HAMPSHIRE

RECEIVING PARTY DATA

Name:	Miner's Incorporated
Street Address:	5065 Miller Trunk Highway
City:	Hermantown
State/Country:	MINNESOTA
Postal Code:	55811
Entity Type:	CORPORATION: MINNESOTA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2763847	1 SUPER ONE FOODS
Registration Number:	1564852	SUPER 1 FOODS
Registration Number:	1507563	SUPER 1 FOODS
Registration Number:	1161473	SUPER ONE
Registration Number:	1161474	SUPER ONE

CORRESPONDENCE DATA

Fax Number: (202)772-5858
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-772-5800
Email: trademarks@blankrome.com
Correspondent Name: Susan B. Flohr
Address Line 1: 600 New Hampshire Avenue, N.W.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20037

CH \$140.00 2763847

ATTORNEY DOCKET NUMBER:	118748-01600
NAME OF SUBMITTER:	Susan B. Flohr
Signature:	/sbf/
Date:	02/20/2007

Total Attachments: 10
source=Assignment#page1.tif
source=Assignment#page2.tif
source=Assignment#page3.tif
source=Assignment#page4.tif
source=Assignment#page5.tif
source=Assignment#page6.tif
source=Assignment#page7.tif
source=Assignment#page8.tif
source=Assignment#page9.tif
source=Assignment#page10.tif

SALE AND ASSIGNMENT OF TRADEMARKS

This SALE AND ASSIGNMENT OF TRADEMARKS (the "Agreement"), dated as of September 22, 2006, by **SURRY LICENSING LLC**, a New Hampshire limited liability company, with its principal place of business at 7 Corporate Drive, Keene, New Hampshire 03431 ("Surry"), and **PIGGLY WIGGLY LLC**, a New Hampshire limited liability company with its principal place of business at 7 Corporate Drive, Keene, New Hampshire 03431 ("PW") (together, Surry and PW are defined as "Assignors"), in favor of **MINER'S INCORPORATED**, a Minnesota corporation ("Assignee"), with its principal place of business at 5065 Miller Trunk Highway, Hermantown, MN 55811.

WITNESSETH

WHEREAS, on April 1, 2003, Debtors¹ filed a voluntary petition under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court");

WHEREAS, the Debtors' bankruptcy cases (the "Bankruptcy Cases") are jointly administered under the caption, In re Fleming Companies, Inc., et al., Chapter 11 Case No. 03-10945 (MPW);

WHEREAS, seven of the Debtors (the "Selling Debtors") entered into that certain Asset Purchase Agreement dated as of July 7, 2003, as amended and modified (the "APA"), with C&S Acquisition LLC and C&S Wholesale Grocers, Inc. (collectively, "C&S"), and pursuant to the APA and a subsequent designation by C&S Acquisition LLC to Surry's wholly owned, direct subsidiary, PW, one or both of Assignors acquired, among other things, all of the Selling Debtors' and their Affiliates' (as defined in the APA) right, title and interest in and to the Trademarks (as defined below) free and clear of all liens and encumbrances pursuant to a final order of the Bankruptcy Court;

WHEREAS, the Debtors' and Official Committee of Unsecured Creditors' Third Amended and Revised Joint Plan of Reorganization of Fleming Companies, Inc. and its filing subsidiaries under Chapter 11 of the United States Bankruptcy Code (as amended by the Confirmation Order and including the Plan Supplement, the "Plan") was confirmed by an Order entered on July 27, 2004;

WHEREAS, pursuant to the Plan, Article V.G, the Post-Confirmation Trust (the "PCT") was formed to administer certain post-confirmation responsibilities under the Plan;

1 The Debtors whose cases remain open are as follows: Core-Mark International, Inc.; Fleming Companies, Inc.; ASI Office Automation, Inc.; C/M Products, Inc.; Core-Mark Interrelated Companies, Inc.; Core-Mark Mid-Continent, Inc.; General Acceptance Corporation; Head Distributing Company; Marquise Ventures Company, Inc.; and Mister-Weisman Co.

WHEREAS, in connection with the Bankruptcy Cases, the PCT and C&S have asserted claims directly or indirectly against one another arising out of or related to the APA;

WHEREAS, Assignors acquired all of the Debtors' rights in and to the Trademarks and/or service marks as registered in the United States Patent and Trademark Office, and which are listed on Attachment 1 hereto (the "Trademarks");

WHEREAS, Assignee and the PCT have, or will have, entered into that certain settlement agreement, substantially in the form of the settlement agreement attached hereto as Attachment 2 (the "Miner's Settlement Agreement"); and

WHEREAS, Assignors and Assignee desire that Assignors sell to Assignee, and that Assignee has agreed to purchase from Assignors, the Trademarks and the goodwill connected with and symbolized thereby, among other assets, pursuant to the terms and conditions set forth in this Agreement (the "Acquired Assets").

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

ARTICLE 1

SALE AND TRANSFER OF TRADEMARKS AND LICENSE AGREEMENTS

1.1 Upon the terms and subject to the conditions set forth in this Agreement, upon the occurrence of the Effective Date (as defined in Article 2.1 below), Assignors shall assign, transfer, set over, and deliver to Assignee and Assignee shall purchase and acquire and assume:

a. All of Assignors' right, title, and interest in and to the Trademarks and the registration thereof and applications therefor, together with (i) the goodwill of the business connected with the use of and symbolized by the Trademarks, (ii) all causes of actions, claims and demands or other rights for, or arising from any infringement, including past infringement, of the Trademarks, and (iii) all rights corresponding thereto throughout the world, all upon the terms and subject to the conditions set forth in this Agreement.

b. All of Assignors' rights and obligations under that certain Trademark License Agreement, dated as of September 13, 2003, by and between Assignors and Supervalu Holdings, Inc., a Missouri corporation (the "Supervalu License"), solely with respect to the Trademarks. A copy of the Supervalu License is attached hereto as Attachment 3. Assignee assumes and agrees to discharge and perform all duties, obligations and liabilities arising on or after the Closing Date to be performed by Assignors, under the Supervalu License, for the duration of the term thereof. Assignee shall not amend or otherwise modify the Supervalu License (other than solely with respect to the Trademarks) without Assignors' prior written consent. Notwithstanding anything to the contrary contained in this Agreement, Assignee shall not do or permit to be done nor omit or permit to be omitted any act or thing which may constitute a breach or violation of any term, covenant or condition of the Supervalu License by the licensor thereunder, irrespective of whether such act or thing is permitted under the provisions of this Agreement.

c. All of Assignors' rights and obligations under that certain Letter Agreement, dated January 6, 1994, by and between Fleming Franchising, Inc. and Brookshire Grocery Company (the "Brookshire License"). A copy of the Brookshire License is attached hereto as Attachment 4. Assignee assumes and agrees to discharge and perform any and all duties, obligations and liabilities arising on or after the Closing Date to be performed by Assignors, under the Brookshire License, for the duration of the term thereof. Notwithstanding anything to the contrary contained in this Agreement, Assignee shall not do or permit to be done nor omit or permit to be omitted any act or thing which may constitute a breach or violation of any term, covenant or condition of the Brookshire License by the licensor thereunder, irrespective of whether such act or thing is permitted under the provisions of this Agreement.

d. All of Assignors' rights and obligations under that certain Agreement, dated March 31, 1994, by and between Fleming Franchising, Inc. and URM Stores, Inc. (the "URM License"). A copy of the URM License is attached hereto as Attachment 5. Assignee assumes and agrees to discharge and perform any and all duties, obligations and liabilities arising on or after the Closing Date to be performed by Assignors, under the URM License, for the duration of the term thereof. Notwithstanding anything to the contrary contained in this Agreement, Assignee shall not do or permit to be done nor omit or permit to be omitted any act or thing which may constitute a breach or violation of any term, covenant or condition of the URM License by the licensor thereunder, irrespective of whether such act or thing is permitted under the provisions of this Agreement.

1.2 Purchase Price. The monetary consideration for the Acquired Assets is [REDACTED] (the "Purchase Price").

ARTICLE 2 EFFECTIVE DATE

2.1 Effective Date. The Effective Date of this Agreement (the "Effective Date") shall be the first business day after the Assignee fulfills the conditions precedent to the Effective Date set forth in Article 2.2 below. Notwithstanding the foregoing, in the event the Effective Date does not occur by September 29, 2006, then this Agreement shall be null and void and of no further force and effect.

2.2 Conditions Precedent to the Effective Date. The Effective Date is, at the option of Assignors, subject to the satisfaction of the following conditions before the Effective Date:

a. Assignors' receipt of the Purchase Price, paid with immediately available funds in the form of a wire transfer into Assignors' bank account with wire transfer details to be provided by Assignors to Assignee.

b. Assignee's execution of the Miner's Settlement Agreement so as to be bound thereunder, and Assignee's full and complete performance of its payment obligations under the Miner's Settlement Agreement to PCT in the amount of [REDACTED]

ARTICLE 3 INDEMNIFICATION

3.1 Assignee shall, with attorneys reasonably acceptable to Assignors, defend Assignors and Assignors' affiliates, subsidiaries and agents, and the employees, officers, directors, shareholders, partners, members and other principals of or in Assignors or such affiliates, subsidiaries and agents (Assignors and all of such affiliates, subsidiaries, agents, employees, officers, directors, shareholders, partners, members and other principals being herein collectively referred to as "Assignors Parties") against any and all demands, claims, suits, actions and/or proceedings made or brought by any person or entity against any Assignors Party arising under, or out of, or in connection with, the Trademarks, the Supervalu License, the Brookshire License, the URM License, the third party rights referenced in Section 5(c) of the Miner's License Agreement (defined below) and any other license agreement, franchise agreement or other agreement, document, writing or obligation whatsoever related to the Trademarks including, but not limited to, any third party's rights with respect to the Trademarks, irrespective of whether such demands, claims, suits, actions and/or proceedings arise out of, or in connection with any set of facts or circumstances that existed or exist prior to, as of or subsequent to the Effective Date (together, "Other Rights"), and Assignee shall indemnify and hold harmless all Assignors Parties from and against any and all claims, liabilities, obligations, damages, deficiencies, judgments, costs, charges and expenses paid, payable, incurred or sustained by any Assignors Party (including, without limitation, all legal, litigation and courts costs, expenses and disbursements for which an Assignors Party is liable) in connection with such demands, claims, suits, actions and/or proceedings or which otherwise arise under, or out of, or in connection with, the Trademarks and/or the Other Rights.

ARTICLE 4 COVENANTS

4.1 As soon as is practicable after the Closing Date, Assignors agree to take such actions as are necessary to cause that certain Exclusive License Agreement, dated as of January 1, 2000, by and between Piggly Wiggly Company (predecessor-in-interest to Assignors with respect to the Trademarks) and Assignee, a copy of which is attached hereto as Attachment 6 (the "Miner's License Agreement"), to be assumed by the PCT and assigned to Assignee. In connection therewith, Assignee agrees to consent to, and withdraw any objection to, the assumption and assignment of the Miner's License Agreement as provided herein.

4.2 Assignors further agree, without further consideration, to cause to be performed such lawful acts and to be executed such further assignments and other lawful documents as Assignee may reasonably request to effectuate fully this Agreement and to permit Assignee to be duly recorded as the registered owner and proprietor of the rights hereby conveyed.

ARTICLE 5 REPRESENTATIONS

5.1 Assignors represent to Assignee that Assignors do not have any actual knowledge of any Other Rights except for those listed in Articles 1.1.b, 1.1.c and 1.1.d above.

**ARTICLE 6
MISCELLANEOUS**

6.1 This Agreement shall be binding upon, enforceable by and shall inure to the benefit of the successors and assigns of the parties.

6.2 This Agreement may be signed in multiple counterparts which, when taken together and signed by all parties and delivered to any other party hereto, shall constitute a binding Agreement between the parties.

6.3 This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire.

6.4 The parties agree to keep the terms of the Miner's Settlement Agreement confidential as provided in Section 5(g) of the Miner's Settlement Agreement.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed by the signature of its duly authorized officer as of the Effective Date.

ASSIGNOR:

ASSIGNEE:

SURRY LICENSING LLC

MINER'S INCORPORATED

By: *Marc H. Taylor*
Name: *Marc H. Taylor*
Title: *Associate General Counsel*
Assistant Secretary

By: _____
Name: _____
Title: _____

ASSIGNOR:

PIGGLY WIGGLY LLC

By: *Marc H. Taylor*
Name: *Marc H. Taylor*
Title: *Associate General Counsel*
Assistant Secretary

**ARTICLE 6
MISCELLANEOUS**

6.1 This Agreement shall be binding upon, enforceable by and shall inure to the benefit of the successors and assigns of the parties.

6.2 This Agreement may be signed in multiple counterparts which, when taken together and signed by all parties and delivered to any other party hereto, shall constitute a binding Agreement between the parties.

6.3 This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire.

6.4 The parties agree to keep the terms of the Miner's Settlement Agreement confidential as provided in Section 5(g) of the Miner's Settlement Agreement.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed by the signature of its duly authorized officer as of the Effective Date.

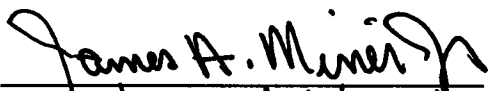
ASSIGNOR:

SURRY LICENSING LLC

By: _____
Name: _____
Title: _____

ASSIGNEE:

MINER'S INCORPORATED

By: 
Name: James A. Miner, Jr.
Title: Vice President

ASSIGNOR:

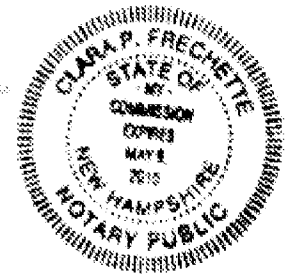
PIGGLY WIGGLY LLC

By: _____
Name: _____
Title: _____

STATE OF New Hampshire)
) SS.
COUNTY OF Cheshire)

On this 22nd day of Sept, in the year 2006, before me, the undersigned, personally appeared Maria N. Taylor, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

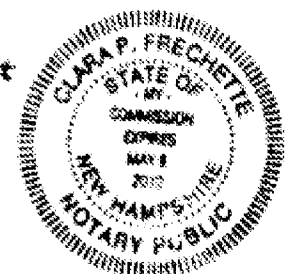
Clara P. Frechette
Notary Public



STATE OF New Hampshire)
) SS.
COUNTY OF Cheshire)

On this 22nd day of Sept, in the year 2006, before me, the undersigned, personally appeared Maria N. Taylor, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Clara P. Frechette
Notary Public

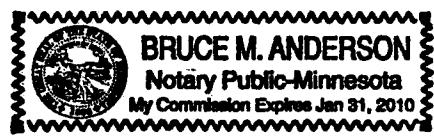


STATE OF Minnesota)
) SS.
COUNTY OF St. Louis)

On this 22nd day of September, in the year 2006, before me, the undersigned, personally appeared James A. Miner, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



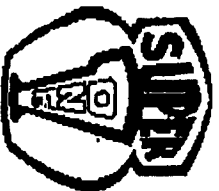
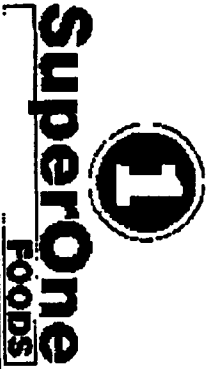
Notary Public



ATTACHMENT 1

<u>Jurisdiction</u>	<u>Trademark/Service Mark/Trade Name</u>	<u>Reg. No.</u>	<u>Registration Date</u>
United States	Super One Foods (and design)	2763847	September 16, 2003
United States	Super 1 Foods	1564852	November 7, 1989
United States	Super 1 Foods	1507563	October 4, 1988
United States	Super One (and design)	1161473	July 14, 1981
United States	Super One	1161474	July 14, 1981

Summary of Service and Trade Marks - Super One

Registration Number	Word Mark	Last Listed Owner	Type of Mark	Registration Date	Mark Drawing Code
1161474	Super One	Pigly Wigly LLC 7 Corporate Drive Keene NH 03431	Service Mark	July 14, 1981	(1) Typed Drawing
1507563	Super 1 Foods	Pigly Wigly LLC 7 Corporate Drive Keene NH 03431	Service Mark	October 4, 1988	(1) Typed Drawing
1564852	Super 1 Foods	Pigly Wigly LLC 7 Corporate Drive Keene NH 03431	Trade Mark	November 7, 1989	(1) Typed Drawing
1161473	Super One	Pigly Wigly LLC 7 Corporate Drive Keene NH 03431	Service Mark	July 14, 1981	(3) Design Plus Words, Letters, and/or Numbers 
2763847	1 Super One Foods	Stury Licensing LLC 7 Corporate Drive Keene NH 03431	Service Mark	September 16, 2003	(3) Design Plus Words, Letters, and/or Numbers 

TRADEMARK

REEL: 003483 FRAME: 0960

RECORDED: 02/20/2007