

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 Brands, Inc.		12/21/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Bruno's Supermarkets, Inc.
Street Address:	800 Lakeshore Parkway
City:	Birmingham
State/Country:	ALABAMA
Postal Code:	35211
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	2853969	A LOWER TOTAL BILL. PLAIN AND SIMPLE.
Registration Number:	2843182	BRUNO'S
Registration Number:	2196202	CHECKOUT FOR CHARITY
Registration Number:	1479152	FOODMAX
Registration Number:	1503161	FOODMAX
Serial Number:	78760205	FOOD WORLD
Serial Number:	78776827	FOOD WORLD
Registration Number:	3168783	IMAGINE THE POSSIBILITIES
Registration Number:	1488695	MAX PAK
Registration Number:	2232549	SOUTHERN HOME
Registration Number:	2383950	SOUTHERN HOME
Registration Number:	2459243	SPIRAL REWARDS
Registration Number:	2420330	THE LOW PRICE PLACE
Registration Number:	2545799	TURKEY DOLLAR\$

CH \$415.00 2853969

Registration Number:	2244825	VINCENT'S MARKET
Registration Number:	2792143	VINCENT'S MARKET

CORRESPONDENCE DATA

Fax Number: (919)484-2070
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 919-484-2333
Email: trademarksrtp@wcsr.com
Correspondent Name: Mitchell A. Tuchman
Address Line 1: PO Box 13069
Address Line 2: Womble Carlyle Sandridge & Rice PLLC
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:	03/05/2007

Total Attachments: 4
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ASSIGNMENT

This Assignment is made and entered into effective as of December 21, 2006 (the "Effective Date") by BRUNO'S BRANDS, INC., a Delaware corporation with a principal address of Nemours Building, Suite 1414, 1007 Orange Street, Wilmington, Delaware, 19801 ("Assignor"), in favor of BRUNO'S SUPERMARKETS, INC., a Delaware corporation with a principal address of 800 Lakeshore Parkway, Birmingham, Alabama 35211 ("Assignee").

WHEREAS, Assignor is the registrant and owner of record of certain trademarks and trademark applications and/or registrations set forth on Schedule A to this Agreement, which is attached hereto and incorporated herein by reference (collectively, the "Trademarks"); and

WHEREAS, as of the Effective Date, pursuant to a corporate reorganization, Assignee is the successor to certain business assets related to the entire portion of Assignor's business to which the Trademarks pertain, which business is ongoing and existing; and

WHEREAS, in light of the foregoing, the parties acknowledge that this Assignment is intended to effectuate a full and complete assignment by Assignor to Assignee of all rights in and to the Trademarks.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers unto Assignee, its successors, assigns and legal representatives, the entire right, title and interest in and to the Trademarks, including domestic and foreign rights, including without limitation: (i) all goodwill of the entire portion of Assignor's business to which the Trademarks pertain; (ii) any and all trademark applications and/or renewals and all registrations or certificates that may be issued or granted therefor; (iii) all income, royalties, damages and payments now or hereafter due or payable in respect to the Trademarks; (iv) all causes of action, either in law or in equity, for damages for past, present or future infringement of the Trademarks, throughout the entire world; and (v) the right throughout the world to file applications and/or renewals and obtain trademark registrations in the Trademarks in Assignee's own name throughout the world, including, without limitation, all rights of priority.

Assignor represents and warrants to Assignee that: (i) it is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware; and (ii) it has the full right, power and authority to enter into this Assignment and grant the rights granted in this Assignment.

Assignor hereby agrees to communicate to Assignee, and its successors, assigns and legal representatives, any facts known to Assignor respecting any use of or to the Trademarks, and, at the expense of Assignee, to testify in any legal proceedings, sign all lawful agreements, documents or instruments, execute all applications, make all lawful oaths and generally do everything possible to vest title in Assignee and to aid Assignee, its successors, assigns and legal representatives to obtain and enforce proper protection for the Trademarks throughout the world.

Assignor and Assignee acknowledge and agree that certain of the Trademarks are assigned subject to that certain security interest between Assignor and Bear Sterns Corporate Lending, Inc., as administrative agent, dated August 31, 2005, and recorded in the United States Patent and Trademark Office at Reel/Frame 3170/0573.



IN WITNESS WHEREOF, Assignor has executed this Assignment to be effective as of the Effective Date set forth above.

BRUNO'S BRANDS, INC.

By: Joan L. Yori
Printed Name: Joan L. Yori
Title: President and Secretary

SCHEDULE A

BRUNO'S BRANDS, INC.
United States Trademarks

Mark	Reg. No. (Serial No.)	Owner	PTO Status	Security Interest
A LOWER TOTAL BILL. PLAIN AND SIMPLE.	2,853,969	Bruno's Brands, Inc.	Registered	Bear Stearns Corporate Lending, Inc
BRUNO'S	2,843,182	Bruno's Brands, Inc.	Registered	Bear Stearns Corporate Lending, Inc
CHECKOUT FOR CHARITY	2,196,202	Bruno's Brands, Inc.	Registered	Bear Stearns Corporate Lending, Inc
FOODMAX	1,479,152	Bruno's Brands, Inc.	Registered	Bear Stearns Corporate Lending, Inc
FOODMAX (Stylized) 	1,503,161	Bruno's Brands, Inc.	Registered	Bear Stearns Corporate Lending, Inc
FOOD WORLD	(78-760,205)	Bruno's Brands, Inc.	Pending	
FOOD WORLD and Design 	(78-776,827)	Bruno's Brands, Inc.	Pending	
IMAGINE THE POSSIBILITIES	3,168,783	Bruno's Brands, Inc.	Registered	
MAXPAK	1,488,695	Bruno's Brands, Inc.	Registered	Bear Stearns Corporate Lending, Inc
SOUTHERN HOME	2,232,549	Bruno's Brands, Inc.	Registered	Bear Stearns Corporate Lending, Inc
SOUTHERN HOME	2,383,950	Bruno's Brands, Inc.	Registered	Bear Stearns Corporate Lending, Inc
SPIRAL REWARDS	2,459,243	Bruno's Brands, Inc.	Registered	Bear Stearns Corporate

Mark	Reg. No. (Serial No.)	Owner	PTO Status	Security Interest
				Lending, Inc
SWIPEOUT	1,969,490	Bruno's Brands, Inc.	Abandoned	Bear Stearns Corporate Lending, Inc
THE LOW PRICE PLACE	2,420,330	Bruno's Brands, Inc.	Registered	Bear Stearns Corporate Lending, Inc
TURKEY DOLLAR\$	2,545,799	Bruno's Brands, Inc.	Registered	Bear Stearns Corporate Lending, Inc
VINCENT'S MARKET	2,244,825	Bruno's Brands, Inc.	Registered	Bear Stearns Corporate Lending, Inc
VINCENT'S MARKET	2,792,143	Bruno's Brands, Inc.	Registered	Bear Stearns Corporate Lending, Inc

Common Law Marks

BONUS VALUE CARD
FOOD FAIR
GLOBAL GARDEN
SMARTBUYS
SUPER SAVER