

## 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
Trademark Holdings, LLC		05/25/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Marsh Drugs, LLC		
Street Address:	9800 Crosspoint Blvd.		
Internal Address:	C/o Marsh Supermarkets, Inc.		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46256		
Entity Type:	LIMITED LIABILITY COMPANY: INDIANA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1123490	MARSH	
CORRESPONDENCE DATA			
Fax Number:	(202)739-3001		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	202-739-5652		
Email:	chowell@morganlewis.com		
Correspondent Name:	Catherine R. Howell, Paralegal		
Address Line 1:	1111 Pennsylvania Ave., N.W.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	067172-0001		
NAME OF SUBMITTER:	Catherine R. Howell, Paralegal		
Signature:	/Catherine R. Howell/		

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TRADEMARK  
REEL: 003555 FRAME: 0214

Date:

06/05/2007

Total Attachments: 3

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## **MARSH DRUGS TRADEMARK ASSIGNMENT**

This Marsh Drugs Trademark Assignment ("Assignment") is entered into this 25th day of May, 2007 by and between Trademark Holdings, LLC, a Delaware limited liability company, ("Assignor"), and Marsh Drugs, LLC, an Indiana limited liability company ("Assignee").

WHEREAS, Assignor and Assignee have entered into that certain **DISTRIBUTION AND CONTRIBUTION AGREEMENT**, dated as of the date hereof (the "Agreement") pursuant to which Assignor agreed to assign to Assignee all right, title, and interest in and to the trademarks listed on **Exhibit A** attached hereto (the "Trademarks").

WHEREAS, pursuant to the Agreement, the parties wish to enter into this Assignment to transfer the entire right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably conveys, sells, assigns and transfers to Assignee, its successors and assigns, all worldwide right, title and interest, legal and equitable, in and to the Trademarks, together with all of the goodwill of the business symbolized by the Trademarks. The assignment of the Trademarks granted herein includes all rights of action accrued, accruing and to accrue under and by virtue of the Trademarks, including all right to sue or otherwise recover for past, present and future infringement and to receive all damages, payments, costs and fees associated therewith. Assignor shall, at its own cost and expense, execute and deliver any and all instruments and documents and take such further actions as may be necessary or reasonably requested by Assignee to document and record with the appropriate authorities the aforesaid assignment and transfer, provided that Assignee shall be solely responsible for filing and recording such documents.

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IN WITNESS WHEREOF, the parties, by their duly authorized officers, do hereby execute this Assignment as of the date first written above.

**TRADEMARK HOLDINGS, LLC**

By: Laura S. Gretencord

Name: Laura S. Gretencord

Title: Assistant Secretary

**MARSH DRUGS, LLC**

By: Laura S. Gretencord

Name: Laura S. Gretencord

Title: Assistant Secretary

[Signature Page to Marsh Drugs Trademark Assignment]

**TRADEMARK**  
**REEL: 003555 FRAME: 0217**

**Exhibit A**

Mark	Reg. No.
Marsh	1,123,490