

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
The Kroger Co. of Michigan		07/26/2007	CORPORATION: MICHIGAN
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	
Serial Number:	78969441	KROGER PERSONAL FINANCE	
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:	Gabrielle A. Holley		
Address Line 1:	12255 El Camino Real		
Address Line 2:	Suite 300		
Address Line 4:	San Diego, CALIFORNIA 92130		
NAME OF SUBMITTER:	Gabrielle Holley		
Signature:	/GAHolley/		
Date:	07/30/2007		

CH \$40.00 78969441

Total Attachments: 2

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**TRADEMARK
 REEL: 003591 FRAME: 0485**

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TRADEMARK ASSIGNMENT

WHEREAS, The Kroger Co. of Michigan, a Michigan corporation with a business address at 18334 Laurel Park Drive North, Livonia, Michigan, 48152 (“Assignor”) owns the following pending trademark application (the “Application”) in the U.S. Patent and Trademark Office, and the goodwill associated therewith (the “Mark”):

<u>TRADEMARK</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>
KROGER PERSONAL FINANCE	78/969441	September 7, 2006

WHEREAS, The Kroger Co., an Ohio corporation with a business address at 1014 Vine Street, Cincinnati, Ohio, 45202 (“Assignee”) is desirous of acquiring the Application and Mark;

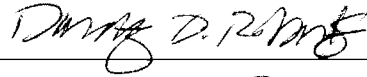
NOW, THEREFORE, for the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Assignor does hereby assign unto Assignee, all right, title and interest in and to the Application and the Mark, together with any common law rights and the goodwill of the business symbolized therewith, as well as the right (but not the obligation) to assert the Mark and to collect for all past, present and future infringements, and claims for damages and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits and all rights corresponding thereto throughout the world by reason of any past and future acts of infringement that have occurred or may occur.

2. This document may be executed in two counterparts, each of which shall be deemed to be an original and all such counterparts shall constitute but one and the same instrument.

Dated: 7/26/2007

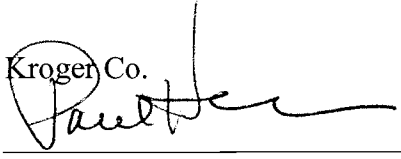
The Kroger Co. of Michigan

By: 

Name: Dorothy D. Roberts

Title: Assistant Secretary

The Kroger Co.

By: 

Name: Paul W. Heidman

Title: Exec. VP & Secretary