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
Scott's Food Stores, Inc.		06/28/2007	CORPORATION: INDIANA

RECEIVING PARTY DATA

Name:	Kroger Limited Partnership I	
Street Address:	1014 Vine Street	
City:	Cincinatti	
State/Country:	ОНЮ	
Postal Code:	45202	
Entity Type:	LIMITED PARTNERSHIP: OHIO	

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2895563	KELTSCH PHARMACY
Registration Number:	3141913	SCOTT'S PHARMACY
Registration Number:	2944053	SCOTT'S

CORRESPONDENCE DATA

Fax Number: (415)983-1200

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (415) 983-1784

Email: sftrademarks@pillsburylaw.com

Correspondent Name: Ariana Gallisa
Address Line 1: P.O. Box 7880

Address Line 2: Calendar/Docketing Dept.

Address Line 4: San Francisco, CALIFORNIA 94120-7880

ATTORNEY DOCKET NUMBER:	061148/0373079
NAME OF SUBMITTER:	Ariana Gallisa

TRADEMARK REEL: 003833 FRAME: 0385

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Signature:	/Ariana Gallisa/	
Date:	08/12/2008	
Total Attachments: 4 source=Scotts to Kroger I - Assignment#page1.tif source=Scotts to Kroger I - Assignment#page2.tif source=Scotts to Kroger I - Assignment#page3.tif source=Scotts to Kroger I - Assignment#page4.tif		

ASSIGNMENT

WHEREAS, Scott's Food Stores, Inc. ("Assignor"), a corporation of the State of Indiana, having its principal place of business at 11850 Valley View Road, Eden Prairie, Minnesota 55344 is the registered owner of the U.S. service mark registrations listed on Exhibit A (the "Marks"); and

WHEREAS, Kroger Limited Partnership I ("Assignee"), an Ohio limited partnership having its principal place of business at 1014 Vine Street, Cincinnati, Ohio 45202 is desirous of acquiring said Marks, and the good will associated therewith; and

WHEREAS, Assignor and Assignee entered into a Trademark License Agreement dated June 11, 2007 in conjunction with an Asset Purchase Agreement dated April 19, 2007 between SV Ventures, Keltsch Bros., Inc., SUPERVALU Holdings, Inc. and SUPERVALU Inc. (collectively, the "Sellers") and Kroger Limited Partnership I and The Kroger Co. (collectively, the "Buyers"); and

WHEREAS, pursuant to Section 3 of said Trademark License Agreement, the license rights granted thereunder shall automatically terminate on the date on which the last Bill of Sale is delivered under the Asset Purchase Agreement and the Marks are sold, transferred, assigned and conveyed to Assignee.

WHEREAS, the last Bill of Sale was delivered under the Asset Purchase Agreement on June 28, 2007; and

WHEREAS, pursuant to Section 2.10 of said Asset Purchase Agreement,
Assignor agrees to execute an Assignment of all right, title and interest in and to said
Marks to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign unto Assignee all right, title and interest in and to said Marks, together with the good will of the business symbolized by said Marks, the registrations of said Marks, the logo used in connection with one of said Marks, and the trade dress rights associated therewith.

Assignor agrees to execute any further documents as may be necessary and to take any and all further action requested by Assignee in order to fully vest the right, title and interest being conveyed to Assignee pursuant to this Agreement.

SCOTT'S FOOD STORES, INC.

Its: VICE PRESIDENT

Date: 6/28/07

STATE OF Minnesota)

COUNTY OF Hennepin)

On this 28 day of ______, 2007, before me personally appeared John P. Breedowe to me known to be the vice resident of Scott's Food Stores, Inc., a corporation of the state of Indiana, the Assignor above-named and acknowledged and that he executed the foregoing instrument and he did swear that he executed this Assignment as his free act on behalf of said Assignor and pursuant to authority duly received.

VAN T. NGUYEN
Notary Public
State of Minnesora
My Commission Expires
January 31, 2009

Notary Public

KROGER LIMITED PARTNERSHIP I By: KRGP Inc., general partner

By: Marka Catricht Sava

Its: Vice President

Date: True 27 2007

STATE OF)SS. COUNTY OF HAMILTON

On this 27th day of ______, 2007, before me personally appeared Martha Cuting ht Sana to me known to be the Wukesidut of KRGP Inc., an Ohio corporation, general partner of Kroger Limited Partnership I, a limited partnership of the state of Ohio, the Assignee above-named and acknowledged and that he executed the foregoing instrument and he did swear that he executed this Assignment as his free act on behalf of said Assignee and pursuant to authority duly received.

XAMP K. Goffund Notary Public



JENNIFER K. GOTHARD Attorney at Law Notary Public, State of Ohio My Commission Has No Expiration Date. Section 147.03 O.R.C.



EXHIBIT A

U.S. Registration No. 2,895,563

KELTSCH PHARMACY

U.S. Registration No. 3,141,913

SCOTT'S PHARMACY

U.S. Registration No. 2,944,053

SCOTT'S & Design (as shown below)

HSCOTT'S

TRADEMARK
REEL: 003833 FRAME: 0390

RECORDED: 08/12/2008