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
Saramar LLC		12/01/2000	LIMITED LIABILITY
Saramar ELC		12/01/2000	COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Koninklijke Ahold NV
Street Address:	167-173 Piet Heinkade
City:	Amsterdam
State/Country:	NETHERLANDS
Postal Code:	GM 1019
Entity Type:	CORPORATION: NETHERLANDS

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1436567	CAPTAIN MAX BRAND

CORRESPONDENCE DATA

(717)260-1641 Fax Number:

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

717-232-8000 Phone:

Email: trademarks@mwn.com

Correspondent Name: Sue Heberlig Address Line 1: 100 Pine Street

Address Line 4: Harrisburg, PENNSYLVANIA 17108

ATTORNEY DOCKET NUMBER: 356/20802-0001

DOMESTIC REPRESENTATIVE

Name:

Address Line 1: Address Line 2:

900121707

TRADEMARK

REEL: 003895 FRAME: 0588

Address Line 3: Address Line 4:	
NAME OF SUBMITTER:	Sue Heberlig
Signature:	/SueHeb/
Date:	12/01/2008
Total Attachments: 31 source=A1425355#page1.tif source=A1425355#page3.tif source=A1425355#page3.tif source=A1425355#page5.tif source=A1425355#page6.tif source=A1425355#page7.tif source=A1425355#page9.tif source=A1425355#page9.tif source=A1425355#page9.tif source=A1425355#page10.tif source=A1425355#page11.tif source=A1425355#page12.tif source=A1425355#page13.tif source=A1425355#page15.tif source=A1425355#page15.tif source=A1425355#page15.tif source=A1425355#page16.tif source=A1425355#page17.tif source=A1425355#page19.tif source=A1425355#page20.tif source=A1425355#page21.tif source=A1425355#page21.tif source=A1425355#page21.tif source=A1425355#page21.tif source=A1425355#page25.tif source=A1425355#page25.tif source=A1425355#page25.tif source=A1425355#page27.tif source=A1425355#page27.tif source=A1425355#page29.tif source=A1425355#page29.tif source=A1425355#page29.tif source=A1425355#page29.tif source=A1425355#page29.tif source=A1425355#page29.tif source=A1425355#page29.tif source=A1425355#page29.tif source=A1425355#page29.tif	

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INTELLECTUAL PROPERTY TRANSFER AGREEMENT

between

SARAMAR LLC,

and

KONINKLIJKE AHOLD N.V.,

December 1, 2000

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INTELLECTUAL PROPERTY TRANSFER AGREEMENT

INTELLECTUAL PROPERTY TRANSFER AGREEMENT, dated as of December 1, 2000 (this "Agreement"), between Saramar LLC, a Delaware limited liability company ("Seller") and Koninklijke Ahold N.V., a public company with limited liability organized under the laws of The Netherlands ("Ahold" or "Purchaser"). Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Purchase Agreement (as hereinafter defined).

WHEREAS, Sara Lee Corporation, a Maryland corporation, U.S. Foodservice, a Delaware corporation, and Ahold are parties to that certain Purchase Agreement dated as of August 16, 2000 (the "Purchase Agreement");

WHEREAS, U.S. Foodservice and J.P. Foodservice Distributors, Inc., are parties to that certain Assignment and Assumption Agreement, dated as of October 11, 2000;

WHEREAS, the Purchase Agreement contemplates that Seller and Ahold will enter into an agreement to transfer the Registered Company Intellectual Property to Ahold or its Permitted Assignee; and

WHEREAS, Purchaser desires to purchase, and Seller desires to sell all of the Registered Company Intellectual Property to Purchaser.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements set forth herein and in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

ARTICLE I

PURCHASE AND SALE

SECTION 1.1 <u>Purchase and Sale</u>. Upon the terms and subject to the conditions set forth in the Purchase Agreement and this Agreement, at the Closing, Seller shall sell, assign, transfer and deliver to Purchaser and Purchaser shall purchase

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the Registered Company Intellectual Property and all goodwill associated therewith, (including, without limitation, the sole right to sue for past infringement of rights thereunder, in perpetuity or for the longest period otherwise permitted at law, and to succeed to Seller's right, title and interest in and to the prosecution of any suit, opposition or other proceeding in a court of law, the United States Patent and Trademark Office or other forum), free and clear of all pledges, security interests, liens or other encumbrances.

SECTION 1.2 <u>Purchase Price</u>. On the Closing Date and subject to the terms and conditions set forth in the Purchase Agreement and this Agreement, in reliance on the representations, warranties, covenants and agreements of the parties contained herein and therein and in consideration of the sale, assignment, transfer and delivery of the Registered Company Intellectual Property to Purchaser pursuant to this Agreement and the Purchase Agreement, Purchaser shall pay to Seller (the "<u>Intellectual Property Purchase Price</u>"), by wire transfer of immediately available funds to an account or accounts designated by Seller.

SECTION 1.3 Closing.

- (a) The sale and purchase of the Registered Company Intellectual Property contemplated by the Purchase Agreement and this Agreement shall take place at a closing to be held at the offices of Skadden, Arps, Slate, Meagher & Flom (Illinois) concurrently with the Closing on the Closing Date or at such other place, time or date as Seller and Purchaser may mutually agree upon in writing.
- (b) At the closing, Seller shall deliver to Purchaser an instrument of assignment with respect to the Registered Company Intellectual Property substantially in the form of <u>Exhibit A</u> attached hereto.
- (c) At the closing, Purchaser shall deliver to the Seller the Intellectual Property Purchase Price by wire transfer of immediately available funds to an account or accounts designated by Seller.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereof represents and warrants to Seller as follows:

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SECTION 2.1 Organization. Purchaser is a public company with limited liability duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and has all requisite power and authority to own, lease and operate its properties and to carry on its business as is now being conducted, except where the failure to be so organized, existing and in good standing or to have such power and authority would not individually or in the aggregate reasonably be expected to have a Purchaser Material Adverse Effect. Purchaser is duly qualified or licensed to do business and is in good standing in each jurisdiction in which the property owned, leased or operated by it or the nature of the business conducted by it makes such qualification or licensing necessary, except where the failure to be so duly qualified or licensed and in good standing would not individually or in the aggregate reasonably be expected to have a Purchaser Material Adverse Effect. As used in this Agreement, "Purchaser Material Adverse Effect" means any adverse change in, or adverse effect on, the business, financial condition or operations of Purchaser, which would materially hinder, impair or delay Purchaser's ability to consummate the transactions contemplated by this Agreement.

SECTION 2.2 <u>Authorization</u>; <u>Validity of Agreement</u>. Purchaser has full power and authority to execute and deliver this Agreement and the other instruments and agreements to be entered into pursuant to this Agreement and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance by Purchaser of this Agreement and the other instruments and agreements to be entered into pursuant to this Agreement, and the consummation of the transactions contemplated hereby and thereby, have been duly authorized and no other action on the part of Purchaser is necessary to authorize the execution and delivery by Purchaser of this Agreement and the other instruments and agreements to be entered into pursuant to this Agreement and the consummation of the transactions contemplated hereby and thereby. This Agreement has been, and upon execution thereof, each of the other instruments and agreements to be entered into pursuant to this Agreement will be, duly executed and delivered by Purchaser and (assuming due and valid authorization, execution and delivery hereof or thereof by Seller) is or will be a valid and binding obligation of Purchaser enforceable against Purchaser in accordance with its terms, except that (i) such enforcement may be subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws, now or hereafter in effect, affecting creditors' rights generally and (ii) the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

SECTION 2.3 Consents and Approvals; No Violations. Neither the execution, delivery or performance by Purchaser of this Agreement and the other instruments and agreements to be entered into pursuant to this Agreement nor the consummation by Purchaser of the transactions contemplated hereby or thereby will (i) conflict with or violate any provision of the organizational documents of Purchaser; (ii) conflict with or result in a violation or breach of, or constitute (with or without due notice or lapse of time or both) a default (or give rise to any right of notice, modification, payment termination, cancellation or acceleration) under, any of the terms, conditions or provisions of any note, bond, mortgage, indenture, lease, license, contract, agreement or other instrument or obligation to which Purchaser is a party or by which it or any of its properties or assets may be bound; (iii) violate any Law applicable to Purchaser or any of its properties or assets or (iv) require on the part of Purchaser any filing or registration with, notification to, or authorization, consent or approval of, any Governmental Entity; except in the case of clauses (ii) or (iv) for such violations, breaches or defaults which, or filings, registrations, notifications, authorizations, consents or approvals, the failure of which to obtain would not have a Purchaser Material Adverse Effect.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows:

SECTION 3.1 <u>Organization</u>. Seller is a Delaware limited liability company duly organized, validly existing and in good standing under the laws of the state of Delaware with all requisite power and authority to own and operate its properties and to carry on its business as it is now being conducted, except where the failure to be so existing and in good standing or to have such power and authority would not individually or in the aggregate reasonably be expected to have a Company Material Adverse Effect.

SECTION 3.2 <u>Authorization</u>; <u>Validity of Agreement</u>. Seller has full power and authority to execute and deliver this Agreement and the other instruments and agreements to be entered into pursuant to this Agreement and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance by Seller of this Agreement and the other instruments and agreements to be entered into pursuant to this Agreement, and the consummation of the transactions contemplated hereby and thereby, have been duly authorized and no other action on

the part of Seller is necessary to authorize the execution and delivery by Seller of this Agreement and the other instruments and agreements to be entered into pursuant to this Agreement and the consummation of the transactions contemplated hereby and thereby. This Agreement has been, and upon execution thereof, each of the other instruments and agreements to be entered into pursuant to this Agreement will be, duly executed and delivered by Seller and (assuming due and valid authorization, execution and delivery hereof or thereof by Purchaser) is or will be a valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except that (i) such enforcement may be subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws, now or hereafter in effect, affecting creditors' rights generally and (ii) the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

SECTION 3.3 Consents and Approvals; No Violations. Neither the execution, delivery or performance by Seller of this Agreement and the other instruments and agreements to be entered into pursuant to this Agreement nor the consummation by Seller of the transactions contemplated hereby or thereby will (i) conflict with or violate any provision of the organizational documents of Seller; (ii) conflict with or result in a violation or breach of, or constitute (with or without due notice or lapse of time or both) a default (or give rise to any right of notice, modification, payment, termination, cancellation or acceleration) under, or result in the creation of any Encumbrance upon any of the Registered Company Intellectual Property under, any of the terms, conditions or provisions of any note, bond, mortgage, indenture, lease, license, contract, agreement or other instrument or obligation to which Seller is a party or by which any of them or any of their properties or assets may be bound; (iii) violate any Law applicable to Seller or any of its properties or assets or (iv) require on the part of Seller any material filing or registration with, notification to, or authorization, consent or approval of, any Governmental Entity, except in the case of clauses (ii) or (iv) for such violations, breaches or defaults which, or filings, registrations, notifications, authorizations, consents or approvals the failure of which to obtain, (A) would not have a Company Material Adverse Effect and would not materially adversely affect the ability of Seller to consummate the transactions contemplated by this Agreement or (B) would become applicable as a result of the business or activities in which Purchaser is or proposes to be engaged

or as a result of any acts or omissions by, or the status of any facts pertaining to, Purchaser.

SECTION 3.4 Intellectual Property.

- (a) Schedule 3.4(a) sets forth a true and complete list of the Registered Company Intellectual Property. To the extent indicated in Schedule 3.4(a), each item of Registered Company Intellectual Property has been duly registered with, filed in, or issued by the United States Patent and Trademark Office and each such registration, filing and issuance remains in full force and effect, except to the extent such registration or failure to register would not individually or in the aggregate reasonably be expected to have a Company Material Adverse Effect.
- reasonably be expected to have a Company Material Adverse Effect, at the Closing, Purchaser will have the right to use the Registered Company Intellectual Property in the manner in which it is currently used by the Companies without any obligation to make any royalty or other fixed or contingent payments. Seller owns all right, title and interest in the Registered Company Intellectual Property free and clear from any Encumbrances, except to the extent such Encumbrances would not individually or in the aggregate reasonably be expected to have a Company Material Adverse Effect. To the extent that any Registered Company Intellectual Property is used under license, no notice of a material default has been sent or received by the Companies or Seller under any such license which remains uncured.
- c) Except as would not individually or in the aggregate reasonably be expected to have a Company Material Adverse Effect, none of the Companies has received any written notice or claim from any third party, and to the knowledge of Seller, there are no threatened claims by any third party, challenging the right of the Companies to use any of the Registered Company Intellectual Property. None of the Companies has made any material claim to any third party concerning a violation, infringement, misuse or misappropriation of its rights to any of the Registered Company Intellectual Property which claim is still pending.
- (d) After giving effect to the purchase and sale of the Registered Company Intellectual Property, Purchaser's rights with respect to the Registered Company Intellectual Property are valid and enforceable, except as would not individually or in the aggregate reasonably be expected to have a Company Material Adverse Effect.

ARTICLE IV

CONDITIONS

- SECTION 4.1 <u>Conditions to Each Party's Obligation to Effect the Closing</u>. The obligations of Seller, on the one hand, and Purchaser, on the other hand, to consummate the transactions contemplated by this Agreement shall be conditioned upon the occurrence of the Closing.
- SECTION 4.2 <u>Conditions to the Obligations of Purchaser</u>. The obligations of Purchaser to consummate the transactions contemplated hereby are subject to the satisfaction (or waiver by Purchaser) of the following further conditions:
- (a) the representations and warranties of Seller shall be true and accurate as of the Closing Date as if made at and as of such time (other than those representations and warranties that address matters only as of a particular date or only with respect to a specific period of time which need only be true and accurate as of such date or with respect to such period), except where the failure of such representations and warranties to be so true and accurate (without giving effect to any limitation as to "materiality" or "material adverse effect" set forth therein), would not individually or in the aggregate reasonably be expected to have a Company Material Adverse Effect, and
- (b) Seller shall have performed in all material respects its obligations hereunder required to be performed by Seller at or prior to the Closing Date.
- SECTION 4.3 <u>Conditions to the Obligations of Seller</u>. The obligations of Seller to consummate the transactions contemplated hereby are subject to the satisfaction (or waiver by Seller) of the following further conditions:
- (a) the representations and warranties of Purchaser shall be true and accurate as of the Closing Date as if made at and as of such time (other than those representations and warranties that address matters only as of a particular date or only with respect to a specific period of time which need only be true and accurate as of such date or with respect to such period), except where the failure of such representations and warranties to be so true and accurate (without giving effect to any limitation as to "materiality" or "material adverse effect" set forth therein) would not individually or in the aggregate reasonably be expected to have a Purchaser Material Adverse Effect, and

(b) Purchaser shall have performed in all material respects all of the obligations hereunder required to be performed by Purchaser, at or prior to the Closing Date.

ARTICLE V

TERMINATION

SECTION 5.1 <u>Termination</u>. This Agreement shall terminate concurrently with any termination of the Purchase Agreement.

SECTION 5.2 <u>Procedure and Effect of Termination</u>. If the transactions contemplated by this Agreement are terminated as provided herein:

- (a) Each party will redeliver all documents, work papers and other material of any other party relating to the transactions contemplated hereby, whether so obtained before or after the execution hereof, to the party furnishing the same;
- (b) All confidential information received by any party hereto with respect to the business of any other party or its subsidiaries or affiliates shall be treated in accordance with the provisions of the Confidentiality Agreement, which shall survive the termination of this Agreement, and Purchaser hereby agrees to be bound by the terms of the Confidentiality Agreement as if were a party thereto; and
- (c) No party to this Agreement will have any liability under this Agreement to the other except (i) as stated in subparagraphs (a) and (b) of this Section 4.2; (ii) for any willful breach of any provision of this Agreement and (iii) as provided in the Confidentiality Agreement.

ARTICLE VI

MISCELLANEOUS

SECTION 6.1 <u>Amendment and Modification</u>. Subject to applicable law, this Agreement may be amended, modified and supplemented in any and all respects by written agreement of the parties hereto at any time prior to the closing described in Section 1.3 with respect to any of the terms contained herein.

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SECTION 6.2 <u>Notices</u>. All notices, consents and other communications hereunder shall be in writing and shall be deemed to have been duly given (a) when delivered by hand or by Federal Express or a similar overnight courier to; or (b) when successfully transmitted by telecopier (with a confirming copy of such communication to be sent as provided in clause (a) above) to, the party for whom intended, at the address or telecopier number for such party set forth below (or at such other address or telecopier number for a party as shall be specified by like notice, provided, however, that any notice of change of address or telecopier number shall be effective only upon receipt):

(a) if to Purchaser, to:

Koninklijke Ahold N.V.
Albert Heijnweg 1
1507 EH Zaandam
The Netherlands
Telephone No. +31 75 659 9111
Telecopy No. +31 75 659 8366
Attention: Ton van Tielraden, Esq.

with a copy to:

U.S. Foodservice 9755 Patuxent Woods Drive Columbia, MD 21046 Telephone No. (410) 312-7100 Telecopy No. (410) 312-7149 Attention: David Abramson, Esq.

with a copy to:

White & Case LLP 1155 Avenue of the Americas New York, NY 10036 Telephone No. (212) 819-8200 Telecopy No. (212) 354-8113 Attention: John Reiss, Esq.

(b) if to Seller, to:

Saramar L.L.C. P.O. Box 2760 Winston-Salem, NC 27102 Attention: President

with a copy to:

Skadden, Arps, Slate, Meagher & Flom (Illinois)
333 West Wacker Drive
Chicago, Illinois 60606
Telephone No. (312) 407-0700
Telecopy No. (312) 407-0411
Attention: Charles W. Mulaney, Esq.

SECTION 6.3 Interpretation. The words "hereof," "herein" and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement, and article, section, paragraph, exhibit and schedule references are to the articles, sections, paragraphs, exhibits and schedules of this Agreement unless otherwise specified. Whenever the words "include," "includes" or "including" are used in this Agreement they shall be deemed to be followed by the words "without limitation." The words describing the singular number shall include the plural and vice versa, and words denoting any gender shall include all genders and words denoting natural persons shall include corporations and partnerships and vice versa. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

SECTION 6.4 <u>Counterparts</u>. This Agreement may be executed in multiple counterparts, all of which shall together be considered one and the same agreement.

SECTION 6.5 <u>Entire Agreement; Third Party Beneficiaries</u>. This Agreement (including the documents and the instruments referred to herein), the Confidentiality Agreement, the Supply Agreement, the Transition Services Agreement, the Non-Compete Agreement, the Purchase Agreement and the Company Disclosure

Schedule (a) constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof, and (b) are not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

SECTION 6.6 <u>Severability</u>. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against its regulatory policy, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION 6.7 <u>Governing Law</u>. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware applicable to contracts to be made and performed entirely therein without giving effect to the principles of conflicts of law thereof or of any other jurisdiction.

SECTION 6.8 Jurisdiction. Each of Seller, Purchaser and Ahold hereby expressly and irrevocably submits to the non-exclusive personal jurisdiction of the United States District Court for the District of Delaware and to the jurisdiction of any other competent court of the State of Delaware (collectively, the "Delaware Courts"), preserving, however, all rights of removal to such federal court under 28 U.S.C. Section 1441, in connection with all disputes arising out of or in connection with this Agreement or the transactions contemplated hereby and agrees not to commence any litigation relating thereto except in such courts. If the aforementioned courts do not have subject matter jurisdiction, then the proceeding shall be brought in any other state or federal court located in the State of Delaware, preserving, however, all rights of removal to such federal court under 28 U.S.C. Section 1441. Each such party hereby waives the right to any other jurisdiction or venue for any litigation arising out of or in connection with this Agreement or the transactions contemplated hereby to which any of them may be entitled by reason of its present or future domicile. Notwithstanding the foregoing, each such party agrees that each of the other parties shall have the right to bring any action or proceeding for enforcement of a judgment entered by the Delaware Courts in any other court or jurisdiction.

SECTION 6.9 <u>Service of Process</u>. Each of Seller, Purchaser and Ahold irrevocably consents to the service of process outside the territorial jurisdiction of the courts referred to in Section 5.8 hereof in any such action or proceeding by mailing copies thereof by registered United States mail, postage prepaid, return receipt requested, to its address as specified in or pursuant to Section 5.2 hereof. However, the

foregoing shall not limit the right of a party to effect service of process on the other party by any other legally available method.

SECTION 6.10 Specific Performance. Each of Seller, Purchaser and Ahold acknowledges and agrees that in the event of any breach of this Agreement, each non-breaching party would be irreparably and immediately harmed and could not be made whole by monetary damages. It is accordingly agreed that the parties hereto (a) will waive, in any action for specific performance, the defense of adequacy of a remedy at law and (b) shall be entitled, in addition to any other remedy to which they may be entitled at law or in equity, to compel specific performance of this Agreement in any action instituted in accordance with Section 5.8 hereof.

SECTION 6.11 <u>Assignment</u>. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective permitted successors and assigns.

SECTION 6.12 <u>Expenses</u>. Except as otherwise provided herein, all costs and expenses incurred in connection with the transactions contemplated hereby, this Agreement and the consummation of the transactions contemplated hereby shall be paid by the party incurring such costs and expenses, whether or not the transactions contemplated hereby is consummated.

SECTION 6.13 <u>Headings</u>. Headings of the Articles and Sections of this Agreement are for convenience of the parties only, and shall be given no substantive or interpretative effect whatsoever.

SECTION 6.14 <u>Waivers</u>. Except as otherwise provided in this Agreement, any failure of any of the parties to comply with any obligation, covenant, agreement or condition herein may be waived by the party or parties entitled to the benefits thereof only by a written instrument signed by the party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

SECTION 6.15 <u>Survival</u>. The several representations and warranties of the parties contained in this Agreement shall expire at, and have no further force and effect after, the Closing. The parties agree that from and after the Closing, neither party shall assert any claim based on the inaccuracy or breach of any such representations and warranties, regardless of whether such claim first arose before or after the Closing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers thereunto duly authorized as of the date first written above.

SARAMAR, LLC

Name: Arthur De Baugh

Title: President

KONINKLIJKE AHOLD N.V.

By:_____

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers thereunto duly authorized as of the date first written above.

SARAMAR LLC

By:			_
-	Name.		
	Title:		
	\		
KONE	nkli k e A	AHOLD N.V.	
	λ	/	_
By:	-W		_\$_
- /	Name:	C.H.van der Haeven President	pr
	Title:	President	

Exhibit A

TRADEMARK ASSIGNMENT

WHEREAS, Saramar, LLC, a limited liability company organized and existing under the laws of the State of Delaware with offices at 470 Hanes Mill Road, Winston-Salem, North Carolina 27105 ("Assignor"), is the legal and beneficial owner of the trademarks listed on Schedule A hereto (collectively with all applications and registrations thereof and the goodwill associated therewith, the "Trademarks");

WHEREAS, Assignor agrees to assign its entire right, title and interest in and to the Trademarks, to Koninklijke Ahold N.V., a public company with limited liability organized under the laws of The Netherlands ("Assignee"); and

WHEREAS, pursuant to that certain Intellectual Property Transfer Agreement, dated as of December 1, 2000, Assignee agrees to acquire Assignor's 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 assigns, sells and transfers, effective as of December 4, 2000, to Assignee, its successors and assigns, its entire right, title interest and ownership in and to the Trademarks and said registrations and applications, together with the goodwill of the business symbolized by such Trademarks and all rights, privileges, claims, causes of action and options relating or pertaining to the Trademarks including, without limitation, damages and payments for past and future infringements and misappropriations thereof, and all rights corresponding to any of the above throughout the world.

Assignor hereby requests the Commissioner of Patents and Trademarks of the United States of America, whose duty it is to issue trademark registrations, to issue the Certificate of Registration, Renewal, or Assignment, for any registration or application of the Trademarks, to Assignee, its successors, and assigns, in accordance with the terms of this Assignment.

Assignor further agrees, without further consideration, to cause to be performed such lawful acts and to execute such further documents as Assignee may reasonably request to fully effectuate this Assignment including, but not limited to, the execution of assignments in recordable form in each jurisdiction where trademark registrations or applications for the Trademarks may be issued or pending.

Γhis	day of	, 2000.
		SARAMAR, LLC, as Assignor
		By: Name: Title:
		KONINKLIJKE AHOLD N.V., as Assignee
		By: Name:

Title:

Schedule 3.4(a)

PYAMONARCH MARKS Worldwide:

Trademark	Siatus	Classes	Registration Date	Filing Date	m Date Filing Date Goods
MULT WIEW IV	દિવે ભયુકો પહેલન અન્દ		28. Jul. 83	22.Feb.82	CLEANING COMPOUNDS HAMELY, A HAND POT.
ATTACK	Registered		10.May-83	27.F&-82	CLEANING COMPOUNTS-NAMELA UN VICALIDES
HETTER FOR YOU LOGO	Registered	79 30 31	08-Jun-93	18-Jan-91	C1. 29 - Freek, heaven, and processed media and paday,
			4		heaten sind processed fruits and vagatables, shortening and cooling oil, daily products; accluding to cream, too mile, and frecen yougust responsable and saled directings CL 30 - Balany goods, balang misse, percake mix CL 31 - Fresh fruits and vagatables
Alberten Roa Ros Bilis	Registered	*2	04 May -888	24.34.85	DISTRIBUTIONSHIP SERVICES IN THE FIELD OF FOOD PRODUCTS
ANN A BILLES	१२ क्ट्राइड हे कर क्ट्राई	79	04 Aug-87	27-Aug-88	salad Dressings
Capitain max birand	Progratered	73	14 Apr 87	10-F-88-88	frozem and fresh packaged seafood
CHARGE	^{કરી} રુદ્ધુકિલ્લી સ્થવ ભતી	ધ્યકે	T7-,489-873	77.F 8-87	LIXIND OWEN AND GRILL CLEANER
CHECKNARE	म्यक्षुंडीलक्तु		10 May 83	22.Feb.82	MECHANICAL DISHWASHING MACHINES I DISHWASHING COMPOUNDS-NAMELY, A
A SECTION	री क्युप्रेश किस करते	79 M 32	U4.Nam 89	19. Am. 67	FROZEN WEGETABLES, POTATOES, FRUTS, SEA FOOD, NEATS, FOWL, PASTRES; CONDUMENTS WANTELY, CATSUP, CHILL SAUCE, NARASCHINI CHESSES & ALAD CHILL SAUCE, NARASCHINI
	•				FRUIT FLAVORED PRESERVES, FRUIT JELLY, APPL
1 1 200 Shirt A. S.	न्दि क्लुकेदर्शक्त कर्तु	3	19 Aug. 88		CLAM CHOWDER
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Irademark	Sums.	(Jassey	Registration Date		
COASTAL OF CAROLINGA	Florgioniec po	232839 32	09 3. 2887 7 4	97. Aug. 72	CAMMED COMMED BEEF HASH, CAMMED CHRESON CON CAMMED COMES SWICK, VEGETABLE SHORT TENNIO, SPICES, PROCESSINGS, VEGETABLE SHORT TENNIO, SPICES, PROCED FLAVORING, ANNUAL FAT SHORT TENNIO, SPICES, PROCED FLAVORING, COCA, CAKE MIXES, CAMMED WATT, CAMMED PASTA WITH SALCE, CAMMED PASTA WITH SALCE, CAMMED PASTA WITH SALCE, CAMMED PASTA WITH MEAT AND SALCE, LUNCH MEAT, SOUR, CHOKEN AND BREEF BASE FOR MACARES, SOUR, CHOKEN AND BREEF BASE FOR MACANES, SOUR, CHOKEN BIANCH, EDG CUSTARD MIX, SALT, FOOD COLONITY, VERNICELLI, MOODLES, CAMMED COLONITY, VERNICELLI, MOODLES, CAMMED POTATO SALAD, APPLE PRE FILLING, DRIED POTATO SALAD, DRIED POTATO S
COCINA DE CALEDAD	Fire celoped	接		14.Dec.999	ioridiae, ddiae, pitarda, jagina aptrae, burritre, erntaladae, teridiae chipsa ared sacco ateptia
COCINA DE CALEDAD	Received	3		14-Dac-99	reditud betima, philo beare, ispla chichen mest, iqua beel must and diced chilles
COTHE DE CALIDAD & DESIGN	game of the gardens	33		73 Dec. 999	forfillional, buddoni, goficiandon, flagfillio appircanio, bosarrillono arro-fellantican. Forfillion e trippos serud bascos goficialis.
COCINA DE CALIDAD A DESIGN	Received	79		23-Omc. 99	reshtud Guarria, pitolo Buarria, logilia chiecham maasi, fugina baget maasi emid elitzad chilliaga
8.0000 Deep. 8	हरी कर्युक्षेत्रश्रीकृत कर्यु		CS-Asys Os	22.Feb.82	CHEANNA COMPOUNDSNAMELY, A HAND

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Trademark	Sidius	(Jasses	Registration Date	Filling Date	
CZAR	व्यक्तुं के क्रिक्ट		07. Áug-83	72.F.\$\.\\$7	MUDITARIA STRENOTH CHIOMNATED LIQUID
THE PARK	Regisleres	3	07-Mar (2)	25-Am-21	CAMMED FRUITS AND VEGETABLES, CAMMED FISH
A The Abstract	हिंदें कर्नीक्षेत्रकृष्टिक कर्ने केर्ने		74 May 83	22-Feb-82	CHEMICALS—NAMELY, RIMSING AGENT FOR USE
MC No. 3. save	Registered	(_e)	09: Aug. 40	72.Feb.82	CLEANNO PREPARATOR WILL INC.
Carden Fresh Proyect	89044	i			DEODORANT AND DISINFEC PROPERTIES
FAPRESS	e de la companya de l	47	07-Aug-94	15. May	DISTRIBUTORSHIP SERVICES IN THE FIELD OF 6472493
PRODUCTS, GOOD PRICES	Registered	2	14 Dec. 93	23-Dec. 92	Confident services in the field of
PARTA TANA	Popularia Salaharia	3		· !	
HAI TON FARMS		3		18-Duc-97	Ci. 29: medita, chasses, phiblins and suiteds except macromal, rice and people saised Ci. 30: mecranari, rice and people saised
•	Polysagen.	3		18-Dac-97	
HARRISON HOUSE	नि क्तुमंत्रदेश कृत्	79 30 32	04 May .99	18-Jun-87	4
Harrison House and Messer.					FOOD, MEATS, FOWN, PASTINES; COMOMENTS. NAMELY, CATSUP, CHRISAUCE, MANASCHI CHERRIES, SALAD DRESSING, MAYONMUSE, THOUSAND ISLAND DRESSING, MAYONMUSE, FRUIT FLAVORED PRESERVES, FRUIT JELLY, APPL
or or or or	Life September 2	79 30 32	04 May -69	19.3m.87	FROZEN VEGETABLES, POTATOES, FRUITS, SEA

KI for E alleg.

I TO HOPPING THE	Sidhs.	(Tassey	SOLL MORMANISHAN	SHEEF SHIPS	
HE ALTH CYCLE DESIGN	fi ogistee od	48, 42	18 Apr. 95	05-Aug-93	
					SERVICE CUSTOMERS THROUGH PRESENTATION AND DISTRIBUTION OF EDUCATIONAL MATERIALS. 420ETARY MANAGEMENT SERVICES, MAMELY FOOD MUTRITION CONSULTATION, FOOD BUDGET COMSULTATION, AND REVEWING STANDARDS AND PRACTICES TO ASSURE COMPLIANCE WITH
ACBERT SPECIE					CHERMA CHANGE SHEET
	*** eggsseer e.d	*	07:Apr-988		Groceny distributorship services Featuring discounts and rebates to Particular estain ishments through use of Coupons, in class 47
A COLORAGE WAS BEEN SHAMED BE A SHAMED BEEN BEEN SHAMED BEEN SHAMED BEEN BEEN SHAMED BEEN SHAMED BEEN SHAMED BEEN SHAMED BEEN BEEN BEEN BEEN BEEN BEEN BEEN BE	REGISTERED	***	10-Dec-57	23 Jan-57	believe with the careau
C MOR MOSE WEST OF SECURITY	विक्तुं के क्यूंड के कर	*2	75. Dec. 97	23.Aug.91	food products, jan supplies tan eware
MORSHOW	Filesphales per	2	25 Oct 187		PART PART PART PART PART PART PART PART
s of the are not also by are also also			4 5 6	768-600-72 g	CHANGE FOR THE TABLE
SECONDATE OF SECONDA	કેરે સ્વૃદ્ધકેવાદ સ્વત્ર સ્વૃદ્ધકે	**	31 Dec. 98	91-Dec-23	CL 42 - PLANNING AND DE WINNG FOOD MEMOS AND FOOD MANAGEMENT PLANS FOR .
	शिक्युम्डरिक क्रम्यु	3	11.Dec.84	**************************************	PRIPRION, TOPPHODE FOR PCZA COMPOSED
See to be and the second to th	इंग्रेक्ट्रीवृत्रोक्टर्क्ट्री	79 30	02 May .93	19-Mov-97	
North Action of the Control of the C					SPACE THEALCE, PZZA SAUCE, IL
8 3 3000 V - S - S - S - S - S - S - S - S - S -	Proposite Space	?3	07.3vd.988	25-944 - 98 4	American chappy
200 200 200 200 200 200 200 200 200 200	हरे करीहर हकर करहे	39	01-Oct-57	\$ - \$884-\$ \$	ZWHITTEN JONCE CREAM
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	78-Oct43	73.Feb.77	74 Ray . 74	01-Det-57	. 7

MMCD 'A 3 IMM' A 13MM' S WALLS ONW AVENTS COFFEE; MARSHMALLOW CREAM, MAPLE SYRUP Papara, salad dressno and vine dar. CHAMADA, MUSTARD, PREPARED MISTARD, AND PROVELLE, TOMMATO CATCHUP, AND COCKTAR.
CATCHUP, SPINCES-MANNELY, BLACK PEPPER. Meal Dessert Taproca and Pearl Taproca WALNUT MEATS, AND PEANUT BUTTER, CAREEN AND RIFE CLIVES, RED PEPERS, SWEET RELISH CAMMED SOUPS, COMDENSED MILK, COCOMUT, TOWATOES, AND SPRINCH, CANNED MEATS. SUCCOTASH, SWEET CORN, SWEET POTATOES, beans, owna, peab, pumpyon, string beans, ima vecetables, including asparagus, baked MARMALADE, PEACHES, PEARS, PRIEAPPLE. Plums, Grapes, Grapefrut, Grape Preserves, blueberres, cherres, egg Sauce: Aparcots. Blackbeares, Blackbeary actudad apples. Apple butter, apple 2000 and fair ball ball balled

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Pruriday. Riay II. 1888

28-Apr-43

BONAPPE JUNCE

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From, Cheese, including primento, brincy, and Lower Cheese, thred raising, drived prumes, and Drived Currants, spright TV and Macahom, 08-96w-23

THE CHANGE WINDS CHANGE SERVICE STREET

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CREAM CHEESE

TRADEMARK
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JONCE CREAM

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Bragnasa,) :			Published	Registered	De telescope	3	Regestered	Similar.
				79, 30	S	설		42	Classes
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03.46ov.899				% Coc. 97	13.Aug-23	01-18ay-22		13 Nov 88	FIIING Date
wheteode detailsuteraids sandoss produting food, playing and clearing products to the food industry	Ci. 29. New, processed and freem man, MA, puty, and processed, detail and control freem, and will be a series of the processes, butter, and will be a series of the processes, butter, and will be a series of the processes of the	Chasses 3, 6, 16, 21, 31 & 32 ware dropped when Mid 1ed Ext on 2-24-2000/ed	83 American requestions 3, 14, 41, 28, 30 to 32 per 10-21. AMERICATE NT to Chesson 28, 30 to 31 per 5-2-84 Emerican's American per Thomas Shaw, St Almy. PTO a Lew Office 1096/99-9-99		Banno Powder and Cream of Tartar	TARIAN	SERVICES MITHE FREED OF FOOD RELATED PRODUCTS, MAMELY - PLASTIC EATING STENSSES, CUPS, DRINGONG STRAWS, SAMEWICH BAGS, WAX PAPER, ALLMANUM FOR, PAPER BAGS, COFFEE FRIERS, COFFEE CARAFES AND MUGS	CONSTRUCTIONS NO SERVICES IN THE FREID OF	Goods

Page 4 of 12

Phuriday. May 11. 2008

Trademark	smon.	Classes	Registration Date	Filling Date	
BE BILBUTH WE WILL	Fuhhahad	79. 39. 37		73 Dec 87	AMERICALISM to Chance 3, 16, 21, 29,30 6, 32 per 10-21. 83 Americans proposable page AMERICALISM to Chance 29, 30 6, 31 per 5,2 94 Emerican a Americans per liberate Shew, Sr Alley, PTO a Low Office 100-047, 9,99
				·	(Chasses 3, 6, 16, 21 and 31 were dropped when filed 1st Ext on 2-24-2000 bed)
					CI. 29: https://prescripted.com/stand-fraction/particles
wonarch Premin	हिंदे कर्नेडिह्में होता करते.	*	* 7-3600-97	20. May-48	CL 29: FRESH, FROZEN AND PROCESSED
Across so and a second					SEAF COOD.
MOWARCH PRESMON	श्रक्षुक्षेत्रश्चरकत्	*	03-Jun-97		CL. 30. PROZEN ENTREES COMBISTING PRIMARRY OF PASTA ANDON PACE. WITH MEAT, FISH, POULTRY ANDON
MACHARICH PRESMONA	व्य क्युक्रेक्टी हर क्यू	29	**************************************	10 May 91	TOCAMBED FRUITS, CAMBED WEGETARLES, FRESH AND PROCESSED WEATS, MAYOMMARSE, SALAD DRESSWO, COCKURD OR, AND SHORTEMAD,
		٠. ٦			COTTAGE CIRESE AND NOW-FROZEN

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MORCO	निक्तुर्वत्रीक्षक्रकर्त	21	25 bd 80	12-34-82	CHWA FOR THE YARIF
Mas saide est	والمراجعة المراجعة المراجعة	Š	400 AN - A.A		
	i de la companya de	હે ક	(A) (A) (A) (A) (A) (A) (A)	24-Oct. 99	FRESH FRUT AND VEGETABLE SALADS, PRIMENTO CHEESE SPREAD, CAN FRUITS AND VEGETABLES. CANNED TOMATOES, ON AND SHORTENING, BACCH HAM, SAUSAGE, WEINERS, GROUND BEEF, FROZEN FRUITS AND VEGETABLES, FROZEN
and provides as cold building building	3	1			CONTROL OF FUEL DATES MICH.
DE SICH & SOME	Registered	r S	78 Oct. 94	24 Od. 91	INESH FRUIT AND VEGETABLE SALADS, PRIMENTO CHEESE SPREAD, CAN CARRED TOMATOES, EDBLE OR AND SHOWTENING, SOUP, BACON, HAM WERKERS, GROUND BEEF, FROZEN FRUITS AND
301 180	EP merkedan a.d	ð	}		The state of the s
į	e sales de la companya de la company	ني	70-Sep-83	72.Feb.82	MOUSTRAL STRENGTH FABRIC SOFTENER AND LAUNDAY MEUTRALIZER
3. A. C. S.	Registered	3	17.16ay-94	27.Ja.23	CL 29 - Freder Saskood
e e e e e e e e e e e e e e e e e e e	Pending	3		15.300.99	
PERFECIA (styllred letters)	मिल्युर्वेद्र्वेशक्तृत्	29	219-Karr. 194	02,34.83	CL 28 - Francisco Sandinosi
POWER PAC H	Pleighster ect	فعا	79 F ab. (70)	03. Nov. 97	Chans 3 - anniqueathad wavenading concurtation for use in commercial distinctability machines (FUD). At least so
PRINCESS					£7.868 i MMMANARCARA Basa da como
CANCE 28	Puhashad	(a)		0%.Nov.87	companied interacted hand distinguish detergors for bood control was
THE STREET	to segrethery	w	70-Sep-83	01 May 87	SH VEN CLEANER AND DETAINMEN
646.64.34	REGISTERED		02.Aug-83	77.F@-87	Mand Memoria (Manala
SANDLER FOODS	सि स्कुर्वेडर्श <i>स</i> १०वं	**	07-34-87	10.5	FOOD EAST PRINT CARRESTON & BANKER
ST SAMMER FOODS & DESIGN					

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l rademark	Status	(lasses	Registration Date	Filing Date Goods	Goods
SPER BK	शिक्षपृथ्यो <i>न कर्त</i>	Care Contraction	98.5 \$40.5 \$	05. Nov. 97	CLEAMING COMPOUND, MAR TI-SURFACE CLEAMER AND DEGREASER FOR USE IN THE FOOD SERVICE MIXISTRY
SIGNET	Registered		78. M. 83	7.F&87	essee ctant samttes
SPECIAL TY BILLY I BAR					
SAME ASSESSED ASSESSED.	म क्यूनंडरेक्ट करडे	*	29 M 97	03 May. 95	42/COMPUTERIZED CUSTOMER DWECT ORDER ENTRY AND MY ORMATION RETRIEVAL SERVICE.
DE SIGN DE SIGN DE SIGNE TY DISTRIBUTION &	Registered	2	08-Dec : 94	22.34.99	DISTRIBUTIONS SERVICES IN THE FIELD OF
ST JOHNS	Registered	*	15 Dec -87	77 Aug. 50	SALAD DEFENSATION
SIINTAY DWWWER	Registered	79	12.F. 68-57	18 Apr. 38	Pachaged Fresh Frozen Fruts and
CIBBST & C Proposed on					
SAMMIA WILLIAM	Registered	3	19 % S	24.86ay.82	FROZEN MEATS
SIMIDAY DIMMER	मिक्षुक्रेडीक्र क्र्त	79 30 32	05-Dec-50	28. XX. 88	SALAD AND COOKING ON, EVAPORATED MINK
					TABLE SYMUPS, HOMEY, EVAPORATED FRUITS, TOMATO CATSUP; CHRIJ SAUCE, BREAW AST CEREAL, PROMES, OLIVES, PREPARED MUSTARD, PEPPER SAUCE, TOMATO PASTE, VINE GAR, SPICED PEACHES, SALAD DRESSINGS, WORCESTERSHIPE SAUCE

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3		\$		2 79 30 32	(703505
* 4. Apr 97	\$ CB-44498 : D \$	79.34.87		03.May-88	Registration Date
77-949-88	22.F. 48.2	12-May-85		29 Aug 48	Filing Date
Mewspapers	CLEANING COMPOUNDSMARIELY, A LAUMONY DE TENGENT BUN DEN AMO AGENT	ADCIMANUTERIZED CUSTOMER LIMECT OTHER ENTRY AND INFORMATION RETRIEVAL SERVICE.	DEHYDRATED FRIH, EGG SOLDS, CAMMED FRUNTS, DEHYDRATED FRUNTS, JELLY, JAMIAND PRESERVES, CAMMED HEATS, COOKING AND SALAD ON, SHORTEMHOD, OLIVES, PROJEK POAR TRY AND ON, SHORTEMHOD, OLIVES, PROJEK POAR TRY AND MEATS, DRIED BEAMS, DRIED FRAS, SALAD DRESSHOOS, SOUPS, CAMBED FOR SAND SOUP AND MUT SANSED TOPPHOOS, AND LOWFAT CAMBED SOUP AND CAMBED PUREED MEATS, CA MIDOR LOW SUGAR CONTENT FOODS, IMMELY CAMBED SOUP AND CAMBED PUREED MEATS, CA MIDOR LOW SUGAR CONTENT FOODS, IMMELY CAMBED SOUP AND CAMBED PUREED MEATS, CA MIDOR LOW SUGAR CONTENT FOODS, IMMELY CAMBED SOUP AND CAMBED PUREED MEATS, CA MIDOR LOW SUGAR CONTENT FOODS, IMMELY CAMBED SOUP AND CAMBED BYACHETH, MUSTIAND, SALT, CHEESE SALUCES, HOT DOG SUNCE, CHUSHROOM GRAPY, FOOD FLAVORINGS AND EXTRUP, FLAVORED GELATIN AND PURCHARD MUTES, CAMBED SPACHETH AND NAVOUL, TOMATO SAUCE, RELISHES, NETCHUP, MERNAGUE POMDER, MARSHMALLOWS, CHOCOUATE AND CAMOY TOPPHOOS, AND LOWAY PASTRY AND PETLUNOS, CL 3: FRUIT AND PROSTRY AND PETRUSONS, CL 3: FRUIT AND PROSTRY AND PROSTRY AND PETRUSONS PROSTRY AND PROSTRY AND PETRUSONS PROSTRY AND PETRUS	CL 29 - CAMMED AND FROZEN VEGETABLES.	Cooks

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22.949-25	74.Apr. 90	13-Apr-99	17. Oct. 81	07-Jul 87	21.549.99	Classes Registration Date
27.484.22	19-Dec-88	17.Jun 97	18-Apr-80	13-14 ₀₀ v-88	13 May 97	Filing Date Goods
SALAD DRESSING, COFFEE, CATCHUP, CHILL SALVCE, CAMBED SALVION, SARDINES, CAMBED	beef pattres	Shurfaning and cooking dis FUD: August 14, 1997	CANNED TOMATOES	distributions are services in the Freid of Food Products	distributionships in the Reld of food products and lood related Barns FUD: October 9, 1997	Goods.

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22-Aug-00	22.Aug-08	22-Aug-00	Filing Date	
tableware, namely, forks, spoons and knives FUD At least as early as October 31, 1999	straws FUID At least as early as October 31, 1999.	paper cups, plates, bowls, carbons and trays FUD Alleast as early as October 31. 1999. 10/17/00 Rec'd filing receipt.	COVES	

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