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
Giant Brands LLC		101/02/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Ahold Licensing SArl
Street Address:	2 Rue Jean-Petitot
City:	Geneva
State/Country:	SWITZERLAND
Postal Code:	1204
Entity Type:	LIMITED LIABILITY COMPANY: SWITZERLAND

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	1406293	GIANT
Registration Number:	2702297	GIANT
Registration Number:	1078672	GIANT FOOD
Registration Number:	1855386	SUPER G
Registration Number:	1085784	GIANT G

CORRESPONDENCE DATA

Fax Number: (717)260-1641

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

Phone: 717-232-8000

Email: trademarks@mwn.com

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

Address Line 4: Harrisburg, PENNSYLVANIA 17108

ATTORNEY DOCKET NUMBER: 356/21631-0015

TRADEMARK

REEL: 004129 FRAME: 0103

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DOMESTIC REPRESENTATIVE Michael A. Doctrow Name: Address Line 1: 100 Pine Street Address Line 4: Harrisburg, PENNSYLVANIA 17108 NAME OF SUBMITTER: Sue Heberlig Signature: /SueHeb/ Date: 01/11/2010 **Total Attachments: 3** source=A1823773#page1.tif source=A1823773#page2.tif source=A1823773#page3.tif

TRADEMARK
REEL: 004129 FRAME: 0104

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT made as of the 2nd day of January 2010, by and

between Giant Brands LLC (the "Assignor"), a Delaware limited liability company located at 1007

Orange Street, Wilmington, Delaware 19801, and Ahold Licensing SArl (the "Assignee"), a Swiss

limited liability company having its principal place of business at 2 Rue Jean-Petitot, Geneva,

Switzerland 1204.

Assignor is the owner of trademarks and trademark registrations listed on Schedule "A"

attached hereto; and

Assignor has elected to transfer all of its right, title, and interest in and to those trademarks

and trademark registrations to Assignee

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of

which is hereby acknowledged, and intending to be legally bound hereby, Assignor hereby sells,

assigns, and transfers unto Assignee the entire right, title and interest in and to those trademarks and

trademark registrations listed on Schedule "A" hereto, together with the goodwill of the business

symbolized by the trademarks and trademark registrations, together with all claims for damages by

reason of past infringement of said trademarks, with the right to sue for and collect the same for its

own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal

representatives.

IN WIINESS WHEREOF, the parties hereto have set their hands and seals on the day and

year first above written.

GIANT BRANDS LLC

AHOLD LICENSING SArl

Joan L. Yori

President

Jan Schulten

Managing Director

TRADEMARK
REEL: 004129 FRAME: 0105

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT made as of the 2nd day of January 2010, by and

between Giant Brands LLC (the "Assignor"), a Delaware limited liability company located at 1007

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limited liability company having its principal place of business at 2 Rue Jean-Petitot, Geneva,

Switzerland 1204.

Assignor is the owner of trademarks and trademark registrations listed on Schedule "A"

attached hereto; and

Assignor has elected to transfer all of its right, title, and interest in and to those trademarks

and trademark registrations to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of

which is hereby acknowledged, and intending to be legally bound hereby, Assignor hereby sells,

assigns, and transfers unto Assignee the entire right, title and interest in and to those trademarks and

trademark registrations listed on Schedule "A" hereto, together with the goodwill of the business

symbolized by the trademarks and trademark registrations, together with all claims for damages by

reason of past infringement of said trademarks, with the right to sue for and collect the same for its

own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal

representatives.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and

year first above written.

GIANT BRANDS LLC

AHOLDÍLÍZFÍSING Sar

Joan L. Yori

President

Jan Schalton

Managing Director

TRADEMARK

SCHEDULE A

Registered Marks

Trademark	Registration Number	
GIANI	1,406,293	
GIANT	2,702,297	
GIANI FOOD	1,078,672	
SUPER G	1,855,386	
G/GIANT	1,085,784	

State Trademarks

<u>Trademark</u>	Registration Number	<u>Jurisdiction</u>	
G/GIANT	1994-S3221	Maryland	
G/GIANT	1994-S3219	Maryland	

TRADEMARK
REEL: 004129 FRAME: 0107

RECORDED: 01/11/2010