

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Minyard Food Stores, Inc.		11/18/2008	CORPORATION: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fiesta Mart, Inc.		
<b>Street Address:</b>	5235 Katy Freeway		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77048		
<b>Entity Type:</b>	CORPORATION: TEXAS		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78639923	CARNAVAL	
<b>Serial Number:</b>	78639948	CARNAVAL FOOD STORES	
<b>Registration Number:</b>	3214804	CARNIVAL	
<b>Registration Number:</b>	3214805	CARNIVAL FOOD STORES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(713)223-9319		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	713-220-9180		
<b>Email:</b>	sblustein@hirschwest.com		
<b>Correspondent Name:</b>	Samuel J. Blustein		
<b>Address Line 1:</b>	700 Louisiana St., Suite 2550		
<b>Address Line 4:</b>	Houston, TEXAS 77002		
<b>ATTORNEY DOCKET NUMBER:</b>	37100-20050529		
<b>NAME OF SUBMITTER:</b>	Samuel J. Blustein		

OP \$115.00 78639923

Signature:	/s/ Samuel J Blustein
Date:	01/27/2010
Total Attachments: 6 source=Fiesta Mart-assignment#page1.tif source=Fiesta Mart-assignment#page2.tif source=Fiesta Mart-assignment#page3.tif source=Fiesta Mart-assignment#page4.tif source=Fiesta Mart-assignment#page5.tif source=Fiesta Mart-assignment#page6.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “**Agreement**”), dated as of November 18<sup>th</sup>, 2008, is made by and between Minyard Food Stores, Inc., a Texas corporation (“**Seller**”), and Fiesta Mart, Inc., a Texas corporation (“**Ultimate Purchaser**”). Unless otherwise defined in this Agreement, all capitalized terms used herein shall have the meanings ascribed thereto in the Asset Purchase Agreement (defined below).

### RECITALS:

A. Seller and The Grocers Supply Co., Inc. (“**Purchaser**”) have entered into an Asset Purchase Agreement, dated as of July 16, 2008 (the “**Asset Purchase Agreement**”), pursuant to which Purchaser agreed to purchase the Purchased Assets relating to the Stores from Seller and assume specified related liabilities, upon the terms and subject to the conditions set forth therein.

B. Seller owns the trademarks set forth on Exhibit A attached hereto (the “**Trademarks**”).

C. Section 12.3 of the Asset Purchase Agreement contemplates that Purchaser will assign certain rights and obligations to Ultimate Purchaser, including the right with respect to the assignment of the Trademarks.

D. Seller is willing to convey all of its right, title and interest in the Trademarks to Ultimate Purchaser; and Ultimate Purchaser desires to acquire the Trademarks.

E. Pursuant to Section 1.8(e) of the Asset Purchase Agreement, the Trademarks are to be conveyed by Seller to Ultimate Purchaser on the Carnival Brand Conveyance Date.

NOW, THEREFORE, in consideration of the premises and the mutual representations, warranties, covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### ARTICLE 1 ASSIGNMENT

On the terms and subject to the limitations set forth in the Asset Purchase Agreement, Seller hereby sells, conveys, transfers, assigns and delivers to Ultimate Purchaser all right, title and interest of Seller and its Affiliates in and to the Trademarks, and all registrations and applications therefor and renewals and extensions of the foregoing in the United States and for all foreign countries that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Ultimate Purchaser’s own use and enjoyment, and for the use and enjoyment of Ultimate Purchaser’s successors and assigns, as fully and entirely as the same would have been held and enjoyed by Seller if this assignment had not been made, together with all income, royalties or payments due or payable as of the date hereof or thereafter, including all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same for Ultimate Purchaser’s own use and enjoyment and for the use and enjoyment of its successors or

assigns, and any other rights, privileges, claims and causes of action relating or pertaining to the Trademarks, free and clear of all Liens, other than Permitted Liens.

## **ARTICLE 2 FURTHER ASSURANCES**

Seller shall, without further consideration, comply with any reasonable request by Ultimate Purchaser to execute and deliver promptly any additional documents as may be necessary in order to give effect to the assignment reflected herein. Such additional documents shall be effective as of the date hereof, if applicable, and may include additional assignment documents required by the United States Patent and Trademark Office and any other jurisdictions; agreed amendments to Exhibit A hereto to correct any inaccuracies or misstatements therein; any other documents necessary to further clarify or confirm the assignment and conveyance of the Trademarks; and any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required in connection with: (a) preparation and prosecution of any application for registration or renewal of a registration covering any of the Trademarks; (b) prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with any of the Trademarks, including testifying as to any facts relating to the Trademarks and this Agreement; and (c) obtaining any additional trademark protection for the Trademarks that Ultimate Purchaser reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries, in each case at Ultimate Purchaser's cost and expense.

## **ARTICLE 3 NO USE OF TRANSFERRED MARKS BY SELLER**

Seller, for itself and on behalf of its respective successors and assigns, covenants not to use, apply for, or register any of the Trademarks or use, apply for, or register any variation of the Trademarks or any word, design, domain name, or logo likely to be similar or confusingly similar with the Trademarks, for any purpose in the United States or in any foreign country, except to the extent permitted under that certain Trademark License Agreement, dated as of October 6, 2008, by and between Seller and Ultimate Purchaser (the "**Trademark License Agreement**").

## **ARTICLE 4 MISCELLANEOUS**

4.1 Certain Interpretive Matters and Definitions. No provision of this Agreement will be interpreted in favor of, or against, either of the parties hereto by reason of the extent to which either such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof.

4.2 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon Seller and Ultimate Purchaser and their respective permitted successors and assigns. No person other than the parties hereto and their assignees shall have any rights or benefits hereunder.

4.3 Governing Law. THIS AGREEMENT, INCLUDING THE INTERPRETATION, CONSTRUCTION AND VALIDITY HEREOF, SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS. THIS AGREEMENT IS PERFORMABLE IN DALLAS COUNTY, TEXAS, WHERE VENUE SHALL LIE WITH RESPECT TO ALL DISPUTES UNDER THIS AGREEMENT.

4.4 Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement.

4.5 Entire Agreement. This Agreement, the Asset Purchase Agreement and the Trademark License Agreement constitute the entire agreement of the parties to this Agreement with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

4.6 Interpretation. Unless the context otherwise requires, (a) all references to Sections, Articles or Exhibits are to Sections, Articles or Exhibits of or to this Agreement, (b) "or" is disjunctive but not necessarily exclusive, (c) words in the singular include the plural and vice versa; (d) whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation," whether or not they are in fact followed by those words or words of like import; and (e) the words "writing," "written" and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form.

4.7 Severability. Whenever possible, each provision or portion of any provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable Law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of any other provision or portion of any provision in such jurisdiction, and this Agreement shall be reformed, construed and enforced in such jurisdiction in such manner as will effect as nearly as lawfully possible the purposes and intent of such invalid, illegal or unenforceable provision.

*{Remainder of page intentionally left blank.}*

**IN WITNESS WHEREOF**, each of the parties has caused this Agreement to be duly executed, all as of the date first above written.

**SELLER:**

MINYARD FOOD STORES, INC.

By: Wayne S. Peterson  
Name: Wayne S. Peterson  
Title: Chief Financial Officer

**ULTIMATE PURCHASER:**

FIESTA MART, INC.

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page to Trademark Assignment Agreement]

**IN WITNESS WHEREOF**, each of the parties has caused this Agreement to be duly executed, all as of the date first above written.

**SELLER:**

MINYARD FOOD STORES, INC.

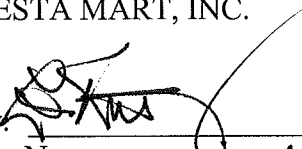
By: \_\_\_\_\_

Name: Wayne S. Peterson

Title: Chief Financial Officer

**ULTIMATE PURCHASER:**

FIESTA MART, INC.

By:  \_\_\_\_\_

Name: LOUIS KATOPODIS

Title: President

[Signature Page to Trademark Assignment Agreement]

**EXHIBIT A**

**TRADEMARKS**

<b>MARK</b>	<b>COUNTRY</b>	<b>REG. / SER. NO</b>	<b>RECORD OWNER</b>
CARNAVAL FOOD STORES	United States	78639948 (Ser. No.)	Minyard Food Stores, Inc.
CARNAVAL	United States	78639923 (Ser. No.) 3214804; 3214805 (prior Reg. Nos.)	Minyard Food Stores, Inc.
CARNIVAL FOOD STORES	United States	3214805 (Reg. No.)	Minyard Food Stores, Inc.
CARNIVAL	United States	3214804 (Reg. No.)	Minyard Food Stores, Inc.