

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	IP Supplement to Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Markets, LLC		06/30/2010	LIMITED LIABILITY COMPANY: WASHINGTON
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	Two North Lake Avenue, Suite 440		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	Bank: CALIFORNIA		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	1799803	BROWN & COLE STORES	
Registration Number:	1920378	FOOD PAVILION	
Serial Number:	78436392	COST CUTTER	
Registration Number:	2233266	THRIFTY FOODS	
Registration Number:	2365332	NORTHWEST CHOICE	
Registration Number:	2724794	NORTHWEST CHOICE	
Serial Number:	76462371	NORTHWEST CHOICE	
Serial Number:	75787343	NORTHWEST SELECT	
Serial Number:	75981688	NORTHWEST SELECT	
Registration Number:	1997783	SAVE-ON-FOODS	
Serial Number:	76486220	GRASS ROOTS RETAILING	
Serial Number:	76529059	FOOD PAVILION REWARDS	
Registration Number:	2847405	MORE CHOICES	
Registration Number:	2850612	PLEASE THE CUSTOMER FIRST	

OP \$390.00 1799803

900167756

TRADEMARK
REEL: 004247 FRAME: 0760

Serial Number:	78384654	CARB-CUTTER
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CORRESPONDENCE DATA

Fax Number: (800)494-7512

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

Phone: (202) 370-4761

Email: ecallahan@nationalcorp.com

Correspondent Name: Elspeth Callahan

Address Line 1: 1100 G St NW Suite 420

Address Line 2: National Corporate Research

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	L054696
NAME OF SUBMITTER:	Catherine C. Fisk
Signature:	/Catherine C. Fisk/
Date:	07/26/2010

Total Attachments: 17

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**INTELLECTUAL PROPERTY SUPPLEMENT TO REVOLVING
CREDIT AND SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SUPPLEMENT TO REVOLVING CREDIT AND SECURITY AGREEMENT ("Supplement"), dated as of June 30, 2010, is made by THE MARKETS, LLC (the "Grantor"), with an address at 1323 Commercial Street, Bellingham, Washington 98225, in favor of PNC BANK, NATIONAL ASSOCIATION ("PNC"), with an address at Two North Lake Avenue, Suite 440, Pasadena, California 91101, as agent ("Agent") for itself and the other Lenders (PNC, the other Lenders and Agent shall be referred to collectively and individually, as "Lender") under the Revolving Credit and Security Agreement (the "Loan Agreement") among Lender and Grantor.

RECITALS

A. Grantor, Agent and Lender are concurrently entering into the Loan Agreement and other instruments, documents and agreements contemplated thereby or related thereto (collectively, together with the Loan Agreement, the "Loan Documents"). Pursuant to the Loan Documents, Grantor grants to Agent a security interest in, among other things, all of Grantor's present and future general intangibles, including, without limitation, trademarks, patents, copyrights and other "Collateral" (as defined in the Loan Agreement); and

B. Grantor and Agent desire to supplement the Loan Agreement to make specific reference to the trademarks, patents, copyrights and other intellectual property set forth below. The Loan Agreement shall continue in full force and effect with respect to the Collateral described therein. By entering into this Supplement, the parties do not intend to imply that the trademarks, patents, copyrights and other intellectual property set forth below are not covered and perfected by the existing Loan Documents, including, without limitation, the Loan Agreement.

NOW, THEREFORE, Grantor hereby grants, represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. Grantor confirms its grant to Agent (for the benefit of Agent and Lender) of a security interest in all of Grantor's right, title and interest in the Collateral, including, without limitation, the following, whether now existing or hereafter arising, to secure the payment and performance of all "Obligations" (as defined in the Loan Agreement):

(a) All United States registered copyrights and copyright registrations, including, without limitation, the registered copyrights, maskworks, software, computer programs and other works of authorship subject to United States copyright protection listed in Exhibit A to this Agreement (and including all of the exclusive rights afforded a copyright registrant in the United States under 17 U.S.C. §106 and any exclusive rights which may in the future arise by act of Congress or otherwise) and all applications for copyright registrations (including applications for copyright registrations of derivative works and compilations).

(collectively, the "Registered Copyrights"), and any and all royalties, payments, and other amounts payable to Grantor in connection with the Registered Copyrights, together with all renewals and extensions of the Registered Copyrights, the right to recover for all past, present, and future infringements of the Registered Copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Registered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto.

(b) All copyrights, maskworks, software, computer programs and other works of authorship subject to (or capable of becoming subject to) United States copyright protection which are not registered in the United States Copyright Office (the "Unregistered Copyrights"), whether now owned or hereafter acquired , and any and all royalties, payments, and other amounts payable to Grantor in connection with the Unregistered Copyrights, together with all renewals and extensions of the Unregistered Copyrights, the right to recover for all past, present, and future infringements of the Unregistered Copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Unregistered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto. The Registered Copyrights and the Unregistered Copyrights collectively are referred to herein as the "Copyrights."

(c) All right, title and interest in and to any and all license agreements with respect to the Copyrights.

(d) All accounts, accounts receivable, royalties, and other rights to payment arising from, in connection with or relating to the Copyrights.

(e) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(f) All trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing, and all license royalties and proceeds of infringement suits, and all rights corresponding to the foregoing throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part of the foregoing.

2. Loan Agreement. This security interest is granted in conjunction with the security interest granted to Agent under the Loan Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor has no Registered Copyrights except those listed in Exhibit A hereto.

(b) Grantor has no Patents except those listed in Exhibit B hereto.

(c) Grantor has no Trademarks which are registered with the United States Patent and Trademark Office, or for which application for such registration has been made and not been abandoned, except those listed on Exhibit C hereto.

(d) Grantor shall undertake all reasonable measures to cause its employees, agents and independent contractors to assign to Grantor all rights of authorship to any copyrighted material in which Grantor has or may subsequently acquire any right or interest.

(e) Grantor shall promptly advise Agent of any Trademark, Patent or Copyright not specified in this Agreement, which is hereafter acquired by Grantor and advise Agent whether any other party has any interest in such Trademark, Patent or Copyright.

(f) Grantor shall not register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Agent with at least 30 days prior written notice thereof, (ii) providing Agent with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Agent may reasonably request from time to time to perfect or continue the perfection of Agent's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to Agent.

identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Agent.

4. Authority to Amend Exhibits. Grantor authorizes Agent and appoints Agent as its attorney to amend or supplement the Exhibits hereto, from time to time at Agent's option, to add Patents, Trademarks, Copyrights, and other intellectual property of Borrower which are not reflected in said Exhibits. All said acts of said attorney are hereby ratified and approved, and said attorney shall not be liable for any acts of omission or commission nor for any error of judgment or mistake of fact or law, unless done maliciously or with gross (not mere) negligence (as determined by a court of competent jurisdiction in a final non-appealable judgment); this power being coupled with an interest is irrevocable while any of the Obligations remain unpaid.

5. General. All terms and conditions of the Loan Agreement shall continue in full force and effect, and Grantor represents and warrants to Agent that all representations and warranties set forth in the Loan Agreement, as supplemented hereby, are true and correct as of the date hereof. This Supplement is an integral part of the Loan Agreement and the provisions of the Loan Agreement are incorporated herein by reference.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Supplement has been executed as of the date first written above.

PNC BANK, NATIONAL ASSOCIATION,
AS AGENT

By Thomas Hayes
Name Thomas Hayes
Title V.P.

THE MARKETS, LLC

By _____
Name _____
Title _____

IN WITNESS WHEREOF, this Supplement has been executed as of the date first written above.

PNC BANK, NATIONAL ASSOCIATION, THE MARKETS, LLC
AS AGENT

By _____

Name _____

Title _____

By Ron Stevens

Name Ron STEVENS

Title CFO

EXHIBIT A

REGISTERED COPYRIGHTS

(including copyrights that are the subject of an application for registration)

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
None		

EXHIBIT B

PATENTS

None

EXHIBIT C

TRADEMARKS

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
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See attached.

K A R R · T U T T L E · C A M P B E L L
TRADEMARK STATUS SUMMARY

Client Name:

BROWN & COLE STORES, LLC

Client No.:

32338.003

Date of this Report:

06/29/10

	MARK	MARK TYPE	JURIS-DICTION	FILING DATE	REGIS-TRATION DATE	SERIAL REGIST. NO.	TAG	CURRENTLY USABLE IN B&C TRADE AREAS?	STATUS / COMMENTS	NEXT ACTION
1.	BROWN & COLE STORES® Class 042: retail grocery stores and wholesale grocery sales sold through stores.	Word Mark	USPTO	12/07/92	10/19/93	1,799,803	®	Yes.	• Registered. • Sections 8 & 9 Affidavit filed (10 renewal).	Renewal due 10/13/12 to 10/13/13.
2.	FOOD PAVILION® Class 042: Retail supermarket services.	Word Mark	USPTO	12/23/93	09/19/95	1,920,378	®	Yes.	• Registered.	
3.	COST CUTTER™ Class 035: Retail grocery stores.	Word Mark	USPTO	06/16/04	-	784/36392	TM	Yes (common law user).	• Section 8 (6 year) & 15 Affidavit filed & accepted. Newly filed application (Sec. 2(f)), not yet assigned to an examining attorney.	Renewal due 09/19/04 to 09/19/05.
4.	COST CUTTER™ Class 035: Grocery store services.	Word Mark	WA	03/13/97	03/13/97	025904	TM	Yes, in Washington.	Registered.	Renewal due 09/13/08 to 03/13/09.

Abbreviations Key:

USPTO: U.S. Patent and Trademark Office
WA: Washington State
OR: Oregon
MT: Montana

	MARK	MARK TYPE	JURIS-DICTION	FILING DATE	REGIS-TRATION DATE	SERIAL REGIST. No.	TAG	CURRENTLY USABLE IN B&C TRADE AREA?	STATUS / COMMENTS	NEXT ACTION
5.	THRIFTY FOODS® Class 035: Retail grocery stores.	Word Mark	USPTO	02/13/97	03/23/99	2,233,266	®	Yes, but only at existing Mt. Vernon, Sedro Woolley, Arlington, Burlington, Stanwood & Anacortes stores; and at new locations in Whatcom or Skagit Counties or portion of Snohomish County north of Marysville (written notice to AGI required).	<ul style="list-style-type: none"> Registered. Assigned by B&C to AGI and licensed back to B&C at existing stores. Letter Agreement with Rite Aid Corporation dated 09/14/98 bars use on goods consisting of frozen yogurt, frozen dairy dessert, ice cream, sherbet, frozen confections or other frozen dairy product. 	Section 8 & 15 Affidavit due 03/23/08 to 03/23/09. Filed by AG 9/10/04.
6.	NORTHWEST CHOICE® Class 035: Departments within retail grocery stores featuring select bakery items, poultry, fresh fruits and vegetables, meats and dairy products. Class 042: Delicatessens located within retail grocery stores.	Word Mark	USPTO	05/23/97	07/04/00	2,365,332	®	Yes.	Registered.	Section 8 & 15 Affidavit due 07/04/05 to 07/04/06.
7.	NORTHWEST CHOICE® Class 029: Meals excluding fresh and processed turkey, fish, milk and eggs. Class 030: Coffees and bakery goods.	Word Mark	USPTO	05/23/97	6/10/03	2,724,794	®	Yes.	<ul style="list-style-type: none"> Registered. May 4, 2000 Agreement with Jerome Foods, Inc. (now Hormel) bars B&C from registering NORTHWEST CHOICE or NORTHWEST SELECT for fresh or processed turkey, but allows common-law use. 	Section 8 & 15 Affidavit due 6/10/08 to 6/10/09.

	MARK	JURIS-DICTION	FILING DATE	REGIS-TRATION DATE	SERIAL/ REGIST. No.	TAG	CURRENTLY USABLE IN B&G TRADE AREAS?	STATUS / COMMENTS	NEXT ACTION	
8.	NORTHWEST CHOICE™ (Re-file of abandoned SN 75/297,565)	Word Mark	USPTO	10/29/02	76/462,371	TM	Yes.	<ul style="list-style-type: none"> Application pending; awaiting examination. May 4, 2000 Agreement with Jerome Foods, Inc. (now Hormel) bars B&C from registering NORTHWEST CHOICE or NORTHWEST SELECT for fresh or processed turkey, but allows common-law use. 	File Statement of Use/Second Extension Request on or before 08/26/04.	
9.	NORTHWEST CHOICE™ Class 029: Poultry, excluding fresh and processed turkey, crab for human consumption; shrimp for human consumption; butter, cheese	Word Mark	WA	08/25/97	08/25/97; renewed 06/20/03	026306	TM	Yes.	<ul style="list-style-type: none"> Registered. (Parallel federal registration pending). May 4, 2000 Agreement with Jerome Foods, Inc. (now Hormel) bars B&C from registering NORTHWEST CHOICE or NORTHWEST SELECT for fresh or processed turkey, but allows common-law use. 	Renewal due 02/25/09 to 08/25/09.
10.	NORTHWEST CHOICE™ Class 030: Coffees, teas, ice cream, bakery goods, sugar & wheat	Word Mark	WA	08/25/97	08/25/97; renewed 06/20/03	026307	TM	Yes.	Registered. (Parallel federal registration pending).	Renewal due 02/25/09 to 08/25/09.

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	MARK	MARK TYPE	JURIS-DICTION	FILING DATE	REGIS-TRATION DATE	SERIAL REGIST. NO.	TAG	CURRENTLY USABLE IN B&C TRADE AREA?	STATUS / COMMENTS	NEXT ACTION
11.	NORTHWEST CHOICE™ Class 031: Fruits, vegetables, clams & oysters.	Word Mark	WA	08/25/97	08/25/97	026308	TM	Yes.	Expired, no specimen provided by client. Registered. (Parallel federal registration pending).	N/A.
12.	NORTHWEST CHOICE™ Class 032: Beer & walter.	Word Mark	WA	08/25/97	08/25/97	026309	TM	Yes.	Expired, no specimen provided by client. Registered. (Parallel federal registration pending).	N/A.
13.	NORTHWEST CHOICE™ Class 033: Wine.	Word Mark	WA	08/25/97	08/25/97	026310	TM	Yes.	Expired, no specimen provided by client. Registered. (Parallel federal registration pending).	N/A.
14.	NORTHWEST CHOICE™ Class 042: Grocery stores; departments within retail grocery stores featuring fresh select bakery items, poultry, fresh fruits and vegetables, meats, seafoods and dairy products; delicatessens; gift shops; gift baskets with selected items regarding a particular occasion or theme.	Word Mark	WA	08/25/97	08/25/97	026311	®	Yes.	Expired, no specimen provided by client. Registered. (Also federally registered)	N/A.

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	MARK	JURIS-DICTION	FILING DATE	REGIS-TRATION DATE	SERIAL/ REGIST. NO.	TAG	CURRENTLY USABLE IN B&C TRADE AREAS?	STATUS / COMMENTS	NEXT ACTION
15.	NORTHWEST SELECT™ <u>PARENT APPLICATION</u> Class 029: Meats, poultry, fish, crab for human consumption, shrimp for human consumption, milk, eggs, butter and cheese. Class 030: Ice cream, bakery goods, sugar and processed wheat. Class 032: Beer, aerated water, drinking water, mineral water, soda water and spring water.	Word Mark	USPTO 05/23/97	--	75/787,343	TM	Yes (common law use).	<ul style="list-style-type: none"> • Notice of Allowance issued 02/18/03 • Published for Opposition 11/26/02. • Settlement Agreement with Jerome Foods, Inc. (now Hormel) dated May 4, 2000 prohibits B&C from registering NORTHWEST CHOICE or NORTHWEST SELECT for fresh or processed turkey, but allows for common-law use. 	File Statement of Use/Second Extension Request on or before 02/18/05
16.	NORTHWEST SELECT™ <u>CHILD APPLICATION</u> Class 031: Fresh fruits, fresh vegetables, live clams and live oysters. Class 033: Wine.	Word Mark	USPTO 08/30/99	--	75/981,688	TM	N/A.	<ul style="list-style-type: none"> • Notice of Allowance issued 03/11/03 • Published for Opposition 12/17/02. • Settlement Agreement with Jerome Foods, Inc. (now Hormel) dated May 4, 2000 prohibits B&C from registering NORTHWEST CHOICE or NORTHWEST SELECT for fresh or processed turkey, but allows for common-law use. 	File Statement of Use/Third Extension Request on or before 09/11/04
17.	GET TABS™ Class 035: Vehicular registration and licensing services	Word Mark	WA 11/18/99	11/18/99	028379	SM	Yes, in Washington stores.	Registered.	Renewal due 05/18/05 to 11/18/05.
18.	LA AUTENTICA™ Class 030: Staple foods.	Word Mark	WA 11/20/98	11/20/98	027535	TM	Yes.	Registered. Federal registration was denied based on prior registration No. 1,950,173 for "AUTENTICO®."	Renewal due 05/20/04 to 11/20/04.

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	MARK	MARK TYPE	JURIS-DICTION	FILING DATE	REGIS-TRATION DATE	SERIAL/ REGIST. NO.	TAG	CURRENTLY USABLE IN B&C TRADE AREAS?	STATUS / COMMENTS	NEXT ACTION
19.	LA AUTENTICA™ Class 030: Tortillas, tortilla chips, taco shells, salsa, hot sauce, tostadas, snack foods, masa mix, tamale masa premixed dough, bread and bakery goods.	Word Mark	OR	04/08/99	04/08/99	T-33334	TM	No.	Registered. Federal registration was denied based on prior registration No. 1,950,173 for "AUTENTICO®".	N/A - 01/21/04 NOTE FROM CRAIG COLE - NO LONGER DOING BUSINESS IN OR
20.	LA AUTENTICA™ Class 030: Food and ingredients of foods.	Word Mark	MT	04/06/99	04/06/99	020237	TM	Yes.	Registered. Federal registration was denied based on prior registration No. 1,950,173 for "AUTENTICO®".	Renewal due 10/06/08 to 04/06/09.
21.	NORTHWEST NEIGHBORS™ Class 035 Grocery Stores. Class 036 Charitable fundraising through a coupon rebate grocery sales program.	Word Mark	WA	11/17/98	11/17/98	027510	SM	Yes.	Registered.	Renewal due 05/17/04 to 11/17/04.
22.	SAVE ON FOODS® Class 042: US 101. G & S: retail grocery store services.	Word Mark	USPTO	06/18/93	09/03/96	1,997,783	®	Yes, but only at existing Selah, Sunnyside, Wapato & Woodland stores, and only until 04/12/06.	Registered. Assigned to Albertson's (American Stores, Inc.) and licensed back for 5 years at existing stores only; five year term commenced 04/12/01.	Renewal due 09/03/05 to 09/03/06.
23.	GOLDEN PAVILION™ Class 042: Restaurants, take-out restaurants and delicatessens	Word Mark	WA	04/23/02	04/23/02	30555	TM	N/A.	Registered.	Renewal due 10/23/07 to 04/23/08.
24.	GRASS ROOTS RETAILING™ Class 035: Retail Grocery Stores	Word Mark	USPTO	01/30/03		76/486,220	TM	N/A.	Final review prior to publication has been completed, application will be published for opposition.	Notice of publication for opposition.

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MARK	MARK TYPE	JURIS-DICTION	FILING DATE	REGIS-TRATION DATE	SERIAL/ REGIST. No.	TAG	CURRENTLY USABLE IN B&C TRADE AREAS?	STATUS / COMMENTS	NEXT ACTION
25. GRASSROOTS RETAILING™ Class 035: Retail Grocery Stores	Word Mark	WA	03/26/03	03/26/03	31436	TM	N/A.	Registered	Renewal due: 09/26/08 to 03/26/09
26. FOOD PAVILION REWARDS™ Class 035: Retail Grocery Stores Services Featuring A Customer Incentive Program	Word Mark	USPTO	07/03/03		76/529,059	TM	N/A.	Final review prior to publication has been completed, application will be published for opposition.	Notice of publication for opposition.
27. MORE CHOICES™ Class 035: Retail Grocery Stores Services Featuring A Customer Incentive Program	Word Mark	USPTO	07/03/03	03/01/04	2,847,405	®	N/A.	Registered.	Section 8 & 15 Affidavit due 06/01/09 to 06/01/10.
28. MORE CHOICES™ Class 035: Retail Grocery Stores Services Featuring A Customer Incentive Program	Word Mark	WA	07/01/03	07/01/03	31714	TM	N/A.	Registered.	Renewal Due 01/01/09 to 07/01/09
29. PLEASE THE CUSTOMER FIRST® Class 035: Retail Grocery Stores Services Featuring A Customer Incentive Program	Word Mark	USPTO	07/03/03	06/08/04	2,850,612	®	N/A.	Registered.	Section 8 & 15 Affidavit due 06/08/09 to 06/08/10.
30. PLEASE THE CUSTOMER FIRST™ Class 035: Retail Grocery Stores Services	Word Mark	WA	07/01/03	07/01/03	31712	TM	N/A.	Registered.	Renewal Due 01/01/09 to 07/01/09

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	MARK	MARK TYPE	JURIS-DICTION	FILING DATE	REGIS-TRATION DATE	SERIAL/ REGIST. No.	TAG	CURRENTLY USABLE IN B&C TRADE AREAS?	STATUS / COMMENTS	NEXT ACTION
31.	DESIGN CONSISTING OF A MOUNTAIN IMAGE ON THE TOP HALF AND AN IMAGE OF STRAWBERRIES AND CHERRIES ON THE BOTTOM, DIVIDED BY A DARK WAVY BANK™ Class 035: Retail Grocery Stores Services Featuring A Customer Incentive Program	Design	WA	07/01/03	07/01/03	31713	TM	N/A.	Registered.	Renewal Due 01/01/09 to 07/01/09
32.	CARB-CUTTER™ Class 030: Bread, Rolls, Buns, and Bagels	Word Mark	USPTO	03/15/04	78/384,654	TM	N/A.		Newly filed application, not yet assigned to an examining attorney.	

RECORDED: 07/26/2010

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