

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
AVT Grocery, Inc.	FORMERLY Minyard Food Store, Inc.	04/18/2013	CORPORATION:
RECEIVING PARTY DATA			
Name:	RLS Supermarkets, LLC		
Street Address:	1430 Valwood Parkway, Suite 125		
City:	Carrollton		
State/Country:	TEXAS		
Postal Code:	75006		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3200586	MINYARD FOOD STORES	
Registration Number:	3232490	MINYARD	
CORRESPONDENCE DATA			
Fax Number:	3256572070		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	jboyd@carterboyd.com		
Correspondent Name:	James A. Boyd, Jr.		
Address Line 1:	515 W. Harris, Suite 100		
Address Line 4:	San Angelo, TEXAS 76903		
ATTORNEY DOCKET NUMBER:	RLS		
NAME OF SUBMITTER:	James A. Boyd, Jr.		
Signature:	/James A. Boyd, Jr./		

Date:

04/30/2013

Total Attachments: 7

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ASSIGNMENT OF TRADEMARK AGREEMENT

This ASSIGNMENT OF TRADEMARK AGREEMENT (this "*Agreement*") is made as of the 18th day of April, 2013 by and between AVT GROCERY, INC., formerly known as MINYARD FOOD STORES, INC., a Texas corporation ("*Seller*"), and RLS SUPERMARKETS, LLC (the "*Ultimate Purchaser*"). All terms used but not defined in this Agreement shall be defined as in the Asset Purchase Agreement (as defined below).

RECITALS

A. Seller and The Grocers Supply Co., Inc., a Texas corporation ("*Purchaser*"), entered into an Asset Purchase Agreement, dated as of March 11, 2011 (the "*Asset Purchase Agreement*").

B. The Asset Purchase Agreement provides for, among other things, the sale by Seller and the purchase by Purchaser of the Purchased Assets, including the Minyard Food Stores trademark described in this Agreement (the "*Mark*").

C. Purchaser assigned certain rights and obligations to the Ultimate Purchaser pursuant to Section 12.3 of the Asset Purchase Agreement, including the right to the Mark, however, the Mark was not formally transferred at the closing of the asset purchase and the parties are executing this agreement to provide formal transfer of the Mark in order that Ultimate Purchaser may be reflected as owner of the Mark with the United States Patent and Trademark Office.

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:

Section 1. Assignment. Seller does hereby assign to the Ultimate Purchaser, and Ultimate Purchaser accepts such assignment, all of Seller's right, title and interest in and to the Mark and its registration, together with the goodwill of the business with which the Mark is used, or that part of the goodwill connected with the use of, and symbolized by, the Mark:

Mark: Minyard Food Stores

Federal Registration Number: 3200586

Federal Serial Number: 78639878

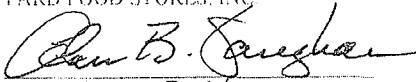
Section 2. Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement.

Section 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.

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

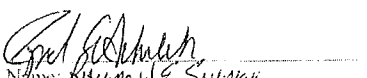
SELLER:

AVT GROCERY, INC., formerly known as
MINYARD FOOD STORES, INC.

By: 
Name: RYAN B. VAUGHAN
Title: PRESIDENT

ULTIMATE PURCHASER:

RLS SUPERMARKETS, LLC

By: 
Name: RAYMOND E. SCHALK
Title: MANAGING MEMBER

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Mark: Minyard

Federal Registration Number: 3232490

Federal Serial Number: 78639851

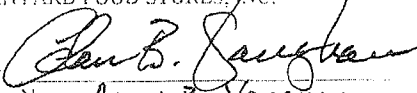
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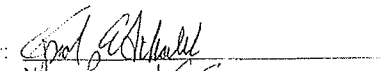
SELLER:

AVT GROCERY, INC., formerly known as
MINYARD FOOD STORES, INC.

By: 
Name: ALAN B. VAUGHAN
Title: PRESIDENT

ULTIMATE PURCHASER:

RLS SUPERMARKETS, LLC

By: 
Name: Raymond E. SCHACK
Title: MANAGING MEMBER

Form 424
(Revised 12/09)
Submit in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512/463-5709
Filing Fee: See instructions



Certificate of Amendment

This space reserved for office use.

FILED
In the Office of the
Secretary of State of Texas

MAY 20 2011

Corporations Section

Entity Information

The name of the filing entity is:

Minyard Food Stores, Inc.

State the name of the entity as currently shown in the records of the secretary of state. If the amendment changes the name of the entity, state the old name and not the new name.

The filing entity is a: (Select the appropriate entity type below.)

- | | |
|--|---|
| <input checked="" type="checkbox"/> For-profit Corporation | <input type="checkbox"/> Professional Corporation |
| <input type="checkbox"/> Nonprofit Corporation | <input type="checkbox"/> Professional Limited Liability Company |
| <input type="checkbox"/> Cooperative Association | <input type="checkbox"/> Professional Association |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Partnership |

The file number issued to the filing entity by the secretary of state is: 10369600

The date of formation of the entity is: July 5, 1950

Amendments

1. Amended Name

(If the purpose of the certificate of amendment is to change the name of the entity, use the following statement)

The amendment changes the certificate of formation to change the article or provision that names the filing entity. The article or provision is amended to read as follows:

The name of the filing entity is: (state the new name of the entity below)

AVT Grocery, Inc.

The name of the entity must contain an organizational designation or accepted abbreviation of such term, as applicable.

2. Amended Registered Agent/Registered Office

The amendment changes the certificate of formation to change the article or provision stating the name of the registered agent and the registered office address of the filing entity. The article or provision is amended to read as follows:

RECEIVED
MAY 20 2011
Secretary of State

Registered Agent
(Complete either A or B, but not both. Also complete C.)

A. The registered agent is an organization (cannot be entity named above) by the name of:

OR

B. The registered agent is an individual resident of the state whose name is:

First Name

M.I.

Last Name

Suffix

The person executing this instrument affirms that the person designated as the new registered agent has consented to serve as registered agent.

C. The business address of the registered agent and the registered office address is:

Street Address (No P.O. Box)

City

TX

State Zip Code

3. Other Added, Altered, or Deleted Provisions

Other changes or additions to the certificate of formation may be made in the space provided below. If the space provided is insufficient, incorporate the additional text by providing an attachment to this form. Please read the instructions to this form for further information on format.

Text Area (The attached addendum, if any, is incorporated herein by reference.)

Add each of the following provisions to the certificate of formation. The identification or reference of the added provision and the full text are as follows:

Alter each of the following provisions of the certificate of formation. The identification or reference of the altered provision and the full text of the provision as amended are as follows:

Delete each of the provisions identified below from the certificate of formation.

Statement of Approval

The amendments to the certificate of formation have been approved in the manner required by the Texas Business Organizations Code and by the governing documents of the entity.

Effectiveness of Filing (Select either A, B, or C.)

- A. This document becomes effective when the document is filed by the secretary of state.
- B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: May 25, 2011
- C. This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90th day after the date of signing is: _____

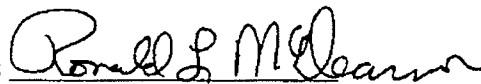
The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Date: May 20, 2011

Minyard Food Stores, Inc.

By: 

Name: Ronald L. McDearmon

Title: President