

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
Bruno's Supermarkets, LLC		06/01/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Surry Licensing LLC		
Street Address:	7 Corporate Drive		
City:	Keene		
State/Country:	NEW HAMPSHIRE		
Postal Code:	03431		
Entity Type:	LIMITED LIABILITY COMPANY: DISTRICT OF COLUMBIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2843182	BRUNO'S	
Registration Number:	3243907	FOOD WORLD	
Registration Number:	3246557	FOOD WORLD	
CORRESPONDENCE DATA			
Fax Number:	4052359621		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(405) 235-9621		
Email:	michael.labrie@mcafeetaft.com		
Correspondent Name:	Michael J. LaBrie		
Address Line 1:	211 North Robinson		
Address Line 2:	10th Floor Two Leadership Square		
Address Line 4:	Oklahoma City, OKLAHOMA 73102		
ATTORNEY DOCKET NUMBER:	27271.00005		

CH \$90.00 2843182

NAME OF SUBMITTER:	Michael J. LaBrie
Signature:	/Michael J. LaBrie/
Date:	09/19/2013
Total Attachments: 13 source=Tab 16 Assignment of Intellectual Property#page1.tif source=Tab 16 Assignment of Intellectual Property#page2.tif source=Tab 16 Assignment of Intellectual Property#page3.tif source=Tab 16 Assignment of Intellectual Property#page4.tif source=Tab 16 Assignment of Intellectual Property#page5.tif source=Tab 16 Assignment of Intellectual Property#page6.tif source=Tab 16 Assignment of Intellectual Property#page7.tif source=Tab 16 Assignment of Intellectual Property#page8.tif source=Tab 16 Assignment of Intellectual Property#page9.tif source=Tab 16 Assignment of Intellectual Property#page10.tif source=Tab 16 Assignment of Intellectual Property#page11.tif source=Tab 16 Assignment of Intellectual Property#page12.tif source=Tab 16 Assignment of Intellectual Property#page13.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property ("Assignment") is made this 1st day of June, 2009 ("Effective Date") by Bruno's Supermarkets, LLC, a Delaware limited liability company having an address at 800 Lakeshore Parkway, Birmingham, AL 35211 ("Assignor"), in favor of Surry Licensing LLC, a Delaware limited liability company having an address at 7 Corporate Drive, Keene NH 03431 ("Assignee").

Preliminary Statement. Assignor and Southern Family Markets Acquisition II LLC ("SFM") have entered into an Asset Purchase Agreement dated April 30, 2009 ("APA"), pursuant to which SFM has agreed to purchase certain assets of Assignor. The execution and delivery of this Assignment is a condition precedent to the obligations of Assignee under the APA. Assignor is the owner of the Company Owned Intellectual Property, as defined in Section 2 below, and Assignor desires to assign the Company Owned Intellectual Property to Assignee in accordance with the APA and the provisions of this Assignment.

Assignment. For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor agrees as follows:

1. Definitions. Capitalized terms not otherwise defined in this Assignment shall have the meanings given in the APA.
2. Company Owned Intellectual Property. For purposes of this Assignment, the term "Company Owned Intellectual Property" means all of the foregoing owned by Assignor or any Affiliate thereof and used or held for use in connection with the Acquired Assets: (i) all intellectual property listed in Schedule 4.12(a) to the APA, a copy of which is attached hereto as **Exhibit A**; (ii) all documents, designs, artwork, computer programs, and other works of any kind subject to copyright protection, including without limitation, the copyrights in the Software and in the content contained on any Web site, federal copyright registrations and applications and common law and statutory rights for any of the foregoing, and rights to sue for past Infringement thereof; (iii) all patents and industrial designs, including without limitation, any continuations, divisionals, continuations-in-part, renewals, reissues, registrations and applications, and rights to sue for past Infringement thereof; (iv) all United States, state, foreign and international registered and unregistered trademarks, tradenames, service marks, fictitious business names, designs, logos, emblems, signs, insignia, slogans, other similar designations of source or origin and general intangibles of like nature, all of Assignor's and its Affiliates' common law trademarks, all trademark rights in the Banners, namely, BRUNO'S, FOOD WORLD, VINCENT'S MARKETS, FOOD FAIR and FOOD MAX, together with all goodwill of Assignor's and its Affiliates' businesses symbolized and associated with all of the foregoing, and rights to sue for past Infringement thereof; (v) all domain names, namely, all alphanumeric designations that are registered with or assigned by any domain name registrar, domain name registry, or other domain name registration authority as part of an electronic address on the Internet, including without limitation, Assignor's Domain Names set forth in **Exhibit A** and the authorization codes therefor which shall be provided to Assignee promptly after execution of this Assignment; (vi) all trade secrets (as defined under applicable law), and information of any kind of Assignor and any Affiliate thereof that is not generally known in Assignor's industry, including without limitation, financing and marketing information, technology, know-how,

inventions, proprietary processes, formulae, algorithms, models, methodologies, ideas, research and development, manufacturing and production processes and techniques, technical data, designs, drawings, customer and supplier lists, pricing and cost information, business and marketing plans and proposals, and rights to sue for past Infringement thereof; (vii) all signage, labels, bags, and other written or electronic materials, equipment or supplies using the Banners, wherever located; and (viii) all copies and tangible embodiments of Company Owned Intellectual Property.

3. Assignment. Assignor does hereby assign unto Assignee all of Assignor's right, title and interest in and to the Company Owned Intellectual Property.

4. Additional Obligations of Assignor.

(a) As required in Section 10.2(a)(v) of the APA, Assignor shall deliver all documents in its possession evidencing the Company Owned Intellectual Property, including any registration statements or filings at the Applicable Closing; and

(b) After the Applicable Closing Dates, Assignor will execute and deliver, or cause any of its Affiliates, to execute and deliver, to Assignee, or its permitted assigns, Affiliates, Subsidiaries or successors in interest, such instruments of sale, transfer, conveyance, assignment and delivery, and such consents, assurances, powers of attorney and other instruments as may be reasonably requested by Assignee, or its permitted assigns, Affiliates, Subsidiaries, successors in interest or their counsel, in order to vest in Assignee, or its permitted assigns, Affiliates, Subsidiaries or successors in interest, all right, title and interest of Assignor in and to the Company Owned Intellectual Property and otherwise in order to carry out the purpose and intent of the APA and this Assignment.

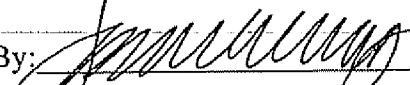
5. Precedence. Notwithstanding any other provisions of this Assignment to the contrary, nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, or in any way affect the warranties, covenants, agreements, conditions, limitations, representations or, in general any of the rights and remedies, and any of the obligations and indemnifications of Assignor set forth in the APA. This Assignment is intended only to effect the transfer of the Company Owned Intellectual Property and shall be governed entirely in accordance with the terms and conditions of the APA.

[Remainder of page intentionally blank.]

[Signature page follows.]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed and delivered as of the date first written above.

BRUNO'S SUPERMARKETS, LLC

By: 

Name: JAMES M. GRADY



Title: C. R. O.

EXHIBIT A

See Attached

BRUNO'S SUPERMARKETS LLC
United States Trademarks

Updated: 04-30-2009 11am

Mark	Reg. No. (Serial No.)	Issue Date (Filing Date)	Goods/Services (Class)	Owner of Record	Status
BRUNO'S	2,843,182 (78-258,810)	05-18-2004 (06-05-2003)	Retail grocery store services (Class 35)	Bruno's Supermarkets, LLC	REGISTERED
CHECKOUT FOR CHARITY	2,196,202 (75-050,288)	10-31-1998 (01-30-1996)	Charitable fund raising services (Class 36)	Bruno's Supermarkets, Inc.	Renewal due 04-13-2009
FOODMAX	1,479,152 (73-670,326)	03-01-1988 (07-06-1987)	Retail grocery store and supermarket services (Class 42)	Bruno's Supermarkets, LLC	ABANDONED
FOODMAX (Stylized) 	1,503,161 (73-670,432)	09-06-1988 (07-06-1987)	Meat, eggs, milk and cheese (Class 29) Bread, bakery goods, and pizza (Class 30)	Bruno's Supermarkets, LLC	Renewal due 03-06-2009
FOOD WORLD	3,243,907 (78-760,205)	05-22-2007 (11-23-2005)	Retail grocery store and pharmacy services (Class 35)	Bruno's Supermarkets, LLC	REGISTERED
FOOD WORLD and Design 	3,246,557 (78-776,827)	05-29-2007 (12-20-2005)	Retail grocery store services (Class 35)	Bruno's Supermarkets, LLC	REGISTERED

Mark	Reg. No. (Serial No.)	Issue Date (Filing Date)	Goods/Services (Class)	Owner of Record	Status
IMAGINE THE POSSIBILITIES	3,168,783 (78-828,228)	11-07-2006 (03-03-2006)	Retail grocery store services (Class 35)	Bruno's Supermarkets, LLC	REGISTERED
MAX PAK	1,488,695 (73-670,338)	05-17-1988 (07-06-1987)	Meat (Class 29)	Bruno's Supermarkets, Inc.	ABANDONED
SPIRAL REWARDS	2,459,243	06-12-2001	Promoting the sale of groceries and other products sold in grocery stores through the administration of incentive award programs (Class 35)	Bruno's Supermarkets, LLC	REGISTERED
THE LOW PRICE PLACE	2,420,330 (75-902,577)	01-09-2001 (01-24-2000)	Retail grocery store services (Class 35)	Bruno's Supermarkets, Inc.	ABANDONED
TURKEY DOLLAR\$	(77-418,999)	(03-11-2008)	Retail grocery store services (Class 35)	Bruno's Supermarkets, LLC	Statement of Use due 04-14-2009
TURKEY DOLLAR\$	2,545,799 (75-831,654)	03-12-2002 (10-26-1999)	Promoting the sale of groceries and other products sold in grocery stores, through the administration of incentive award programs (Class 35)	Bruno's Supermarkets, Inc.	ABANDONED
VINCENT'S MARKET	2,244,825 (75-041,487)	05-11-1999 (01-11-1996)	Deli products, namely, rice salads and sandwiches, bakery products and pastries, coffee, breakfast cereals, cakes, muffins, pizza and sliced breads; deli products, namely, prepared pasta and pasta salads and sauces sold only within applicant's retail grocery store	Bruno's Supermarkets, LLC	REGISTERED

Mark	Reg. No. (Serial No.)	Issue Date (Filing Date)	Goods/Services (Class)	Owner of Record	Status
			(Class 30)		

Mark	Reg. No. (Serial No.)	Issue Date (Filing Date)	Goods/Services (Class)	Owner of Record	Status
VINCENT'S MARKET	2,792,143 (76-287,407)	12-09-2003 (07-19-2001)	<p>Meats and processed foods, namely, frozen fish, frozen fruit, frozen vegetables, butter and margarine, cottage cheese, dairy cheese, dairy coffee creamer, dairy creamers, eggs, milk, sour cream and dips, excluding salsa and other sauces used as dips, yogurt, canned fruit, canned seafood, canned vegetables, vegetable oil cooking spray, creamers, dry vegetables, oil/shorting/lard, fruit-based filling for cakes and pies, dry fruit, box dinners, frozen breakfast, frozen dinners and entrees, frozen meal kits composed primarily of meat, chicken, fish and/or vegetables, canned meat, canned soup/dry soup, pork and beans/baked beans, fruit-based snacks, fruit, nut or whipped ice cream toppings, salty snacks, namely, peanuts and snack nuts, frozen egg substitute, frozen meat substitutes, frozen potatoes, egg substitutes, refrigerated potatoes, baking nuts, box potatoes, processed coconut, evaporated milk, milk modifiers, peanut butter, pickles, olives (Class 29)</p> <p>Ice cream, ice cream cones, staple foods, namely, coffee, flour/meal, chocolate-based or custard-based pie fillings, rice, sugar, tea, candy, gum, box dinners, frozen breakfast, frozen dinners and entrees, frozen meal kits, composed primarily of pasta and/or rice, cereal-based breakfast bars, cereal - cold and hot, granola snacks, instant breakfast cereal, pancake mix, plicate sauce, salsa, syrup, toaster pastries, bread, cookies, crackers, chocolate or marshmallow ice cream toppings, popped popcorn, rice cakes, snack cakes, frozen bread and bagels, frozen pie shells, frozen pizza, frozen pot</p>	Bruno's Supermarkets, LLC	REGISTERED

Mark	Reg. No. (Serial No.)	Issue Date (Filing Date)	Goods/Services (Class)	Owner of Record	Status
			<p>pies, frozen sandwiches with snacks, frozen desserts, namely cakes, pies and cobblers, refrigerated biscuits and cookies, refrigerated pudding and flavored and sweetened gelatin, refrigerated tortillas, baking chips and chocolate, baking mixes, biscuit mix, edible cake decorations, cake mix and frosting, cocktail and tartar sauce, condiments, namely, ketchup and mustard, croutons, bread crumbs, flavored and sweetened gelatin, gravy mix, honey, marshmallows, mayonnaise, salad dressings. (Class 30)</p>		

BRUNO'S, INC.
State Trademark Registrations

State	Mark	Reg. No.	Issue Date	Goods/Services (Class)	Owner	Status
Alabama	FOODMAX	103-479	11-10-1987	Retail grocery store and supermarket services (Class 101)	Bruno's, Inc.	Abandoned
Alabama	FOODMAX	103-480	11-10-1987	Food items namely dairy products; eggs; meats, fish and poultry; bread and bakery items; pizza and delicatessen items (Class 46)	Bruno's, Inc.	Abandoned
Alabama	GA\$-4-LE\$\$	108-401	01-14-2002	Retail gasoline stations (Class 101)	Bruno's Supermarkets, Inc.	Registered
Florida	BRUNO'S FOOD & PHARMACY	15268	11-25-1991	Retail grocery store services (Class 101)	Bruno's, inc.	Registered

Bruno's Inc.
Copyright Registrations

Reg. No.	Title	Claimant	Created	Published	Registered
TX-2-926-986	All the best for 57 years / Joseph S. Bruno, Ronald G. Bruno	Bruno's, Inc.	1989	07-02-1990	10-15-1990

Bruno's Inc., Bruno's Supermarkets, Inc.
and Bruno's Supermarkets, LLC

Patents

None

BRUNO'S SUPERMARKETS, LLC

Domain Names

Domain Name	Owner	Registrar	Admin Contact	Tech Contact	Record Created	Expiration
brunos.com	Bruno's Supermarkets, LLC	Network Solutions, LLC	Chris Williamson	Chris Williamson	10-18-1995	10-17-2011
brunos.net	Bruno's Supermarkets, LLC	Network Solutions, LLC	Chris Williamson	Chris Williamson	11-29-2000	11-29-2009
brunosunion.com	Bruno's Supermarkets, LLC	Network Solutions, LLC	Bruno's	Bruno's	06-22-2006	06-22-2009
brunosunion.net	Bruno's Supermarkets, LLC	Network Solutions, LLC	Bruno's	Bruno's	06-22-2006	06-22-2009
brunosunion.org	Bruno's Supermarkets, LLC	Network Solutions, LLC	Bruno's	Bruno's	06-22-2006	06-22-2009
brunosworkersunite.com	Bruno's Supermarkets, LLC	Network Solutions, LLC	Bruno's	Bruno's	06-22-2006	06-22-2009
brunosworkersunite.net	Bruno's Supermarkets, LLC	Network Solutions, LLC	Bruno's	Bruno's	06-22-2006	06-22-2009
brunosworkersunite.org	Bruno's Supermarkets, LLC	Network Solutions, LLC	Bruno's	Bruno's	06-22-2006	06-22-2009
foodworld.net	Bruno's Supermarkets, LLC	Domaindiscover	Bruno's	Bruno's	11-02-2003	11-02-2010
foodworld.org	Bruno's Supermarkets, LLC	eNom, Inc.	Chris Williamson	Chris Williamson	10-13-2003	10-13-2011
food-world.com	Bruno's Supermarkets, LLC	eNom, Inc.	Chris Williamson	Chris Williamson	10-19-2002	10-19-2011

Domain Name	Owner	Registrar	Admin Contact	Tech Contact	Record Created	Expiration
foodworldunion.com	Bruno's Supermarkets, LLC	Network Solutions, LLC	Bruno's	Bruno's	06-22-2006	06-22-2009
foodworldunion.net	Bruno's Supermarkets, LLC	Network Solutions, LLC	Bruno's	Bruno's	06-22-2006	06-22-2009
foodworldunion.org	Bruno's Supermarkets, LLC	Network Solutions, LLC	Bruno's	Bruno's	06-22-2006	06-22-2009
foodworldworkersunite.com	Bruno's Supermarkets, LLC	Network Solutions, LLC	Bruno's	Bruno's	06-22-2006	06-22-2009
foodworldworkersunite.net	Bruno's Supermarkets, LLC	Network Solutions, LLC	Bruno's	Bruno's	06-22-2006	06-22-2009
foodworldworkersunite.org	Bruno's Supermarkets, LLC	Network Solutions, LLC	Bruno's	Bruno's	06-22-2006	06-22-2009
lowpriceplace.tv	Bruno's Supermarkets, LLC	Network Solutions, LLC	Chris Williamson	Chris Williamson	08-21-2001	08-21-2010
thelowpriceplace.com	Bruno's Supermarkets, LLC	Network Solutions, LLC	Chris Williamson	Chris Williamson	08-03-1999	08-03-2010
thelowpriceplace.net	Bruno's Supermarkets, LLC	Network Solutions, LLC	Chris Williamson	Chris Williamson	11-29-2000	11-29-2009
thelowpriceplace.org	Bruno's Supermarkets, LLC	Network Solutions, LLC	Chris Williamson	Chris Williamson	11-29-2000	11-29-2009
thelowpriceplace.tv	Bruno's Supermarkets, LLC	Network Solutions, LLC	Chris Williamson	Chris Williamson	08-21-2001	08-21-2010
vincentstogo.com	Bruno's Supermarkets, LLC	Network Solutions, LLC	Chris Williamson	Chris Williamson	11-29-2000	11-29-2009
vincentsmarket.com	Bruno's Supermarkets, LLC	Network Solutions, LLC	Chris Williamson	Chris Williamson	06-09-2000	06-09-2010