

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
Fresh Grocer Holdings, LLC		09/30/2013	LIMITED LIABILITY COMPANY: PENNSYLVANIA

RECEIVING PARTY DATA	
Name:	Wakefern Food Corp.
Street Address:	5000 Riverside Drive
City:	Keasbey
State/Country:	NEW JERSEY
Postal Code:	08832
Entity Type:	CORPORATION: NEW JERSEY

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	3875537	FROGRO SUSHI
Registration Number:	3869201	FROGRO
Registration Number:	3875534	THE FRESH GROCER
Registration Number:	2864574	THE FRESH GROCER

CORRESPONDENCE DATA	
Fax Number:	2028428465
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	202-842-8800
Email:	dctrademarks@dbr.com
Correspondent Name:	Jennifer L. Dean
Address Line 1:	1500 K Street, NW, Suite 1100
Address Line 2:	Drinker Biddle & Reath LLP
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	031182.114233
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OP \$115.00 3875537

NAME OF SUBMITTER:	Joelle Zajk
Signature:	/Joelle Zajk/
Date:	11/07/2013
Total Attachments: 5 source=Fresh Grocer - Assignment of IP Agreement Fresh Grocer Holdings LLC Fully Executed 09 30 13#page1.tif source=Fresh Grocer - Assignment of IP Agreement Fresh Grocer Holdings LLC Fully Executed 09 30 13#page2.tif source=Fresh Grocer - Assignment of IP Agreement Fresh Grocer Holdings LLC Fully Executed 09 30 13#page3.tif source=Fresh Grocer - Assignment of IP Agreement Fresh Grocer Holdings LLC Fully Executed 09 30 13#page4.tif source=Fresh Grocer - Assignment of IP Agreement Fresh Grocer Holdings LLC Fully Executed 09 30 13#page5.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (the "Assignment") is effective as of the 30th day of September, 2013 (the "Effective Date"), by and between Fresh Grocer Holdings, LLC, a Pennsylvania limited liability company, having a principal address of P.O. Box 306, 5004 State Road, Drexel Hill, Pennsylvania 19026 ("Assignor"), and Wakefern Food Corp, a New Jersey corporation, having a principal address of 5000 Riverside Drive, Keasbey, New Jersey 08832 ("Assignee").

WHEREAS, Assignor is through a separate agreement acquiring shares of stock of Assignee, including certain intangible assets pertaining thereto; and

WHEREAS, Assignor has adopted, used and is using marks listed on Exhibit A in connection with its business and owns all right, title and interest to the same (the "Marks"), including related business goodwill; and

WHEREAS, in addition to the Marks, Assignor may own designs, inventions and patent rights, works of authorship and related copyrights, trade secrets or other intellectual property rights related to, represented by, or used in connection with the Marks (which, together with the Marks, shall be collectively referred to hereinafter as the "Intellectual Property"); and

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign all of Assignor's right, title and interest in and to the Intellectual Property.

NOW, THEREFORE, in consideration of the representations set forth above and the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which Assignor and Assignee hereby acknowledge, Assignor and Assignee agree as follows:

1. Assignor hereby assigns, transfers and delivers to Assignee all right, title and interest in and to the Intellectual Property throughout the world, including any registrations or pending applications therefor, any and all copyright rights therein, any renewal rights pertaining thereto or extensions thereof, the goodwill of the business symbolized thereby, any re-issues, continuations, continuations-in-part, divisions, improvements or extensions thereof, and all proceeds thereof, including, without limitation, proceeds from any and all causes of action related thereto and any and all royalties for any licenses thereof, and all rights to sue, bring actions for, recover and hold damages, profits and other compensation for any and all past and future infringements and unauthorized uses thereof (collectively, the "Assets"), such Assets to be held and enjoyed by Assignee, for its own use, and for the use of its successors, assigns or other legal representatives to the full end of the term or terms for which the Intellectual Property may be granted, as fully and entirely as the same would have been enjoyed by Assignor, had this Assignment not been made.

2. In consideration for the assignment set forth in Section 1, Assignee shall pay Assignor the sum of one thousand dollars (\$1,000) payable within thirty days from the Effective Date.

3. Assignor shall not at any time in the future make any use of the Assets, or any portion thereof, either for Assignor's own benefits or for the benefit of any third party, except as otherwise provided in the Side Letter Agreement, the Intellectual Property Agreement or herein.

4. In its own name and at its own expense, Assignee may register and enforce its rights in the Assets, and Assignor further promises and agrees that it shall, at the request of Assignee or its counsel, execute, acknowledge and deliver all such further acts, deeds, assignments, transfers, powers of attorney and assurances as may be required to carry out the intent of this Assignment, and to transfer and vest title to and in the Assets and to procure, maintain, enforce and protect the right, title and interest in and enjoyment of all of the Assets assigned, transferred and conveyed to Assignee pursuant to this Assignment; provided, however, this Assignment shall be effective regardless of whether any such additional documents are executed.

5. Assignor shall defend, hold harmless and indemnify Assignee and its respective parents, affiliates, members, shareholders, directors, officers, employees, consultants and agents from and against any and all claims, actions, cause of action, suit, proceeding, demand of any third party (together "Claims") and all resulting judgments, settlements, penalties, damages, liability, losses, costs, expenses and reasonable attorneys' fees arising out of or related to: (a) breach of any representation or warranty by the Assignor; (b) the Intellectual Property that accrue prior to the Effective Date; (c) the Intellectual Property that accrue after the Effective Date, but only those that arise out of or relate to the operation of the Assignor's stores that continue to operate under the name "Fresh Grocer"; and (d) negligence, willful misconduct, failure to comply with regulations, laws or licensing requirements or strict liability in tort of the Assignor or any of its respective employees, agents, or subcontractors, as the case may be.

Assignee shall defend, hold harmless and indemnify Assignor and its respective parents, affiliates, directors, officers, employees, consultants and agents from and against any and all Claims and all resulting judgments, settlements, penalties, damages, liability, losses, costs, expenses and reasonable attorneys' fees arising out of or related to: (a) breach of any representation or warranty by the Assignee; (b) the Intellectual Property that accrue after the Effective Date, but not to those that arise out of or relate to the operation of the Assignor's stores operating under the name "Fresh Grocer"; and (c) negligence, willful misconduct, failure to comply with regulations, laws or licensing requirements or strict liability in tort of the Assignee or any of its respective employees, agents, or subcontractors, as the case may be.

6. This Assignment shall be binding upon Assignor, Assignor's successors and assigns, and upon all others acting by, through, with or under Assignor's direction or control, and all those in privity therewith.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement and caused the same to be duly delivered on its behalf on the date first set forth above.

Assignor: FRESH GROCER HOLDINGS, LLC

Date: Effective September 30, 2013 By: _____

Name: Patrick J. Burns

Title: Managing Member

Assignee: WAKEFERN FOOD CORP.

Date: Effective September 30, 2013 By: _____

Name: _____

Title: _____

6. This Assignment shall be binding upon Assignor, Assignor's successors and assigns, and upon all others acting by, through, with or under Assignor's direction or control, and all those in privity therewith.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement and caused the same to be duly delivered on its behalf on the date first set forth above.

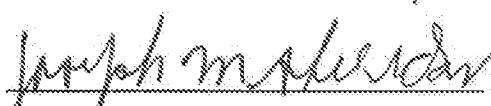
Assignor: FRESH GROCER HOLDINGS, LLC

Date: Effective September 30, 2013 By: _____

Name: Patrick J. Burns

Title: Managing Member



Assignee: WAKEFERN FOOD CORP.

Date: Effective September 30, 2013 By:  _____

Name: Joseph M. Sheridan
President & COO

Title: _____

EXHIBIT A

	Mark	Reg. No.	Reg. Date	Filing Date
1.	FROGRO SUSHI and Design 	3,875,537	November 16, 2010	August 26, 2009
2.	FROGRO	3,869,201	November 2, 2010	August 25, 2009
3.	THE FRESH GROCER and Design 	3,875,534	November 16, 2010	August 25, 2009
4.	THE FRESH GROCER	2,864,574	July 20, 2004	July 3, 2003