

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
Ahold U.S.A., Inc.		10/31/2013	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	The Stop & Shop Supermarket Company LLC		
Street Address:	1007 Orange Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	1922505	PEAPOD	
Registration Number:	2035762	SMART SHOPPING FOR BUSY PEOPLE	
Registration Number:	2286965	SMART SHOPPING FOR BUSY PEOPLE	
Registration Number:	2359020	PEAPOD.COM	
Registration Number:	2359019	THE POD	
Registration Number:	2359021	1-800-5-PEAPOD	
Registration Number:	2450388	PEAPOD	
Registration Number:	2471020	YOUR PERSONAL GROCER & MORE	
Registration Number:	2511327	PEAPOD	
Registration Number:	2538748	PEAPOD	
Registration Number:	3966051	PEAPOD MOBILE	
Registration Number:	3966052	PEAPOD IN YOUR POCKET	
Serial Number:	86101457	PEAPOD	
Serial Number:	86101488		

OP \$365.00 1922505

CORRESPONDENCE DATA

Fax Number: 7172601641

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 717-232-8000

Email: trademarks@mwn.com

Correspondent Name: Sue Heberlig

Address Line 1: 100 Pine Street

Address Line 4: Harrisburg, PENNSYLVANIA 17108

ATTORNEY DOCKET NUMBER:	356/20852-0016
NAME OF SUBMITTER:	Sue Heberlig
Signature:	/SueHeb/
Date:	11/07/2013
Total Attachments: 3 source=A3631540#page1.tif source=A3631540#page2.tif source=A3631540#page3.tif	

TRADEMARK ASSIGNMENT

Ahold U.S.A., Inc. to The Stop & Shop Supermarket Company LLC

THIS TRADEMARK ASSIGNMENT ("Assignment") made as of the 31st day of October, 2013 is by and between The Stop & Shop Supermarket Company LLC, a limited liability company organized under the laws of Delaware (the "Assignee"), and Ahold U.S.A., Inc., a corporation organized under the laws of Maryland (the "Assignor").

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks and the corresponding registrations and/or applications for registration set forth on **Exhibit A** (collectively, the "Trademarks"), together with the goodwill symbolized by the Trademarks; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as set forth below.

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee the entire right, title, interest in and to the Trademarks in the United States and all jurisdictions outside the United States, together with the goodwill symbolized by the Trademarks (including, without limitation, the common law rights with respect to the Trademarks, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

2. Registration Transfer. Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registrations and/or applications for registration set forth on **Exhibit A** to Assignee (or Assignee's successors or assigns) as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee's ownership of the Trademarks.

3. Domain Name. Assignor hereby assigns, transfers and conveys to Assignee the entire right, title, interest in the domain name Peapod.com to Assignee. Assignor shall take all steps necessary to cause such domain name to be registered in the name of Assignee (or Assignee's successors or assigns).

4. Counterparts. This Trademark Assignment Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document.

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment Agreement as of the date first above written.

ASSIGNOR:

AHOLD U.S.A., INC.

By: Gregory A. Stay
Name: Gregory A. Stay
Title: Assistant Treasurer

ASSIGNEE:

THE STOP & SHOP SUPERMARKET COMPANY LLC

By: Steven F. Rowell
Name: Steven F. Rowell
Title: Assistant Secretary

LAB

**Exhibit A
Trademarks**

Registered Marks

<u>Trademark</u>	<u>Registration Number</u>
PEAPOD	1,922,505
SMART SHOPPING FOR BUSY PEOPLE	2,035,762
SMART SHOPPING FOR BUSY PEOPLE	2,286,965
THE POD	2,359,019
PEAPOD.COM	2,359,020
1-800-5-PEAPOD	2,359,021
PEAPOD	2,450,388
YOUR PERSONAL GROCER & MORE	2,471,020
PEAPOD	2,511,327
PEAPOD	2,538,748
PEAPOD MOBILE	3,966,051
PEAPOD IN YOUR POCKET	3,966,052

Pending Applications

<u>Trademark</u>	<u>Application Number</u>
PEAPOD	86/101,457
Green Vehicle Design	86/101,488