

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assigns the entire interest and goodwill, as part of an acquisition of Assignor's business

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TESCO STORES LIMITED		11/25/2013	COMPANY: UNITED KINGDOM

RECEIVING PARTY DATA	
Name:	Y-OPCO, LLC
Street Address:	9130 West Sunset Boulevard
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90069
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 17		
Property Type	Number	Word Mark
Serial Number:	77036360	
Serial Number:	77044477	
Serial Number:	77393519	TALKING FRESH & EASY
Serial Number:	78947356	FRESH & EASY
Serial Number:	77079913	FRESH & EASY
Serial Number:	77044437	FRESH & EASY
Serial Number:	77040172	FRESH & EASY
Serial Number:	78925863	FRESH & EASY NEIGHBORHOOD MARKET
Serial Number:	77214712	FRESH & EASY NEIGHBORHOOD MARKET
Serial Number:	77212875	FRESH & EASY NEIGHBORHOOD MARKET
Serial Number:	85025880	F&E
Serial Number:	85025879	F&E
Serial Number:	85025881	F&E
Serial Number:	77087974	THE BIG KAHUNA

TRADEMARK

OP \$440.00 77036360

Serial Number:	77402922	SOUTH EASTERN AUSTRALIA THE BIG KAHUNA C
Serial Number:	85051496	
Serial Number:	85051462	

CORRESPONDENCE DATA

Fax Number: 7147558290

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

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP, c/o Julie Dalke

Address Line 1: 650 Town Center Dr, 20th floor

Address Line 2: (018688-0169)

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	(018688-0169)
NAME OF SUBMITTER:	Adam Kummins
Signature:	/Adam Kummins/
Date:	11/26/2013

Total Attachments: 9

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “Trademark Assignment”) is made, entered into and effective as of this 25th day of November, 2013, by **TESCO STORES LIMITED**, a company organized under the laws of England and Wales (the “Assignor”), in favor of **Y-OPCO, LLC**, a Delaware limited liability company (the “Assignee”). All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in that certain Intellectual Property Assignment Agreement of even date herewith (the “IP Assignment Agreement”), by and among the Assignor, the Assignee and the other parties signatory thereto.

RECITALS:

WHEREAS, pursuant to the IP Assignment Agreement, the Assignor and the Assignee confirmed the ownership of certain intellectual property used in each party’s respective business and assigned certain trademarks and trade secrets as more fully set forth therein, and agreed to execute this Trademark Assignment to enable the Assignee to record the assignment of the Assigned U.S. Marks (as defined below) with the U.S. Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, each party hereto hereby agrees as follows:

1. **Assignment**. Pursuant to the IP Assignment Agreement, the parties acknowledged and agreed that, upon the execution thereof, the Assignee would own all U.S. right, title and interest in and to the marks set forth on **Schedule A** attached hereto and in the goodwill associated with same (the “Assigned U.S. Marks”). As of the date hereof, the Assignor, to the extent it may own any right, title or interest in and to the Assigned U.S. Marks, hereby unconditionally and irrevocably conveys, transfers and assigns to the Assignee, and the Assignee hereby accepts, all of the Assignor’s right, title and interest in and to the following with respect to the Assigned U.S. Marks: (i) the trademark registrations, trademark applications, common law rights and goodwill in and to the Assigned U.S. Marks and all issuances, extensions and renewals thereof; (ii) all rights of any kind whatsoever of the Assignor accruing under any of the foregoing provided by the applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; (iii) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and (iv) any and all claims and causes of action, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages, with respect to any of the foregoing; *provided* that, with respect to any Assigned U.S. Marks that have United States intent-to-use trademark applications for which an affidavit of use has not yet been filed, the transfer and assignment of such applications shall not be effective until the expiration of any period during which the assignment thereof would impair, under applicable law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications.

2. **Recordation and Further Actions.** The Assignor authorizes the Commissioner for Trademarks and any other Governmental Authority to record and register the trademark assignments evidenced by this Trademark Assignment upon request by the Assignee. The Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned U.S. Marks are properly assigned to the Assignee, or any assignee or successor thereto.

3. **Entire Agreement.** This Trademark Assignment and the IP Assignment Agreement (including the other schedules and exhibits to the IP Assignment Agreement) contain the entire agreement of the parties with regard to the subject matter hereof; provided, however, that this provision is not intended to abrogate any other written agreement between the parties executed with or after this Trademark Assignment. In the event of a conflict between the terms and conditions of this Trademark Assignment and the IP Assignment Agreement, the terms and conditions set forth in the IP Assignment Agreement shall prevail.

4. **Successors and Assigns.** This Trademark Assignment shall be binding upon each party hereto and its respective successors and assigns.

5. **Governing Law.** This Trademark Assignment shall be governed, including as to validity, interpretation and effect, by, and construed in accordance with, the internal laws of the State of Delaware applicable to agreements made and fully performed within the State of Delaware.

6. **Counterparts.** This Trademark Assignment may be executed in multiple counterparts, each of which shall for all purposes be deemed to be an original and all of which, when taken together, shall constitute one and the same instrument. Signatures of the parties transmitted by electronic transmission shall be deemed to be their original signatures for all purposes.

(Signatures begin on following page)

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed effective as of the date first above written.

“ASSIGNOR”:

TESCO STORES LIMITED

By: _____
Name: _____ Jonathan Lloyd
Title: _____ Company Secretary

“ASSIGNEE”:

Y-OPCO, LLC

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed effective as of the date first above written.

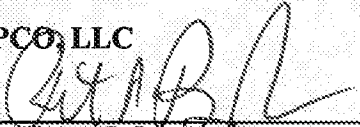
“ASSIGNOR”:

TESCO STORES LIMITED

By: _____
Name: _____
Title: _____

“ASSIGNEE”:



Y-OPCO, LLC


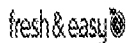
By:  _____
Name: Robert P. Birmingham
Title: Vice President and Secretary

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]




SCHEDULE A

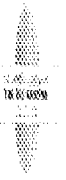


ASSIGNED MARKS

Trademark	Design	Application #	Filing Date	Registration #	Reg. Date	Status	Classes
Apple/ Clock Design (Color)		77/036,360	11/3/2006	3923297	2/22/2011	Registered	35
Apple/ Clock Design (Black and White)		77/044,477	11/15/2006	3923300	2/22/2011	Registered	3, 5, 29, 30, 31, 32 and 35
TALKING FRESH & EASY	Word Mark	77/393,519	2/11/2008	N/A	N/A	Registered	9, 35, 038, 41, 43 & 44

Trademark	Design	Application #	Filing Date	Registration #	Reg. Date	Status	Classes
FRESH & EASY	Word Mark	78/947,356	8/8/2006	N/A	N/A	Statement of Use filed on 4/24/13	3, 5, 8, 16, 21, 25, 29, 30, 31, 32 & 35
FRESH & EASY		77/079,913	1/10/2007	N/A	N/A	Notice of Allowance issued 12/20/2011	3, 5, 8, 16, 21, 25, 29, 30, 31, 32, 35, 36, & 41
FRESH & EASY		77/044,437	11/15/2006	N/A	N/A	Notice of Allowance issued 1/17/2012	3, 5, 8, 16, 21, 25, 29, 30, 31, 32, 35, 36, & 41

Trademark	Design	Application #	Filing Date	Registration #	Reg. Date	Status	Classes
FRESH & EASY		77/040,172	11/9/2006	N/A	N/A	Notice of Allowance issued 12/20/2011	3, 5, 8, 9, 16, 21, 25, 29, 30, 31, 32, 35, 36, 38 & 41
FRESH & EASY NEIGHBORHOOD MARKET	Word Mark	78/925,863	7/10/2006	4,388,425	8/20/2013	Registered	3, 5, 8, 16, 21, 25, 29, 30, 31, 32 & 35
FRESH & EASY NEIGHBORHOOD MARKET		77/214,712	6/25/2007	N/A	N/A	Notice of Allowance issued 1/03/2012	3, 5, 8, 9, 11, 16, 21, 25, 29, 30, 31, 32, 35, 36, & 41

Trademark	Design	Application #	Filing Date	Registration #	Reg. Date	Status	Classes
FRESH & EASY NEIGHBORHOOD MARKET		77/212,875	6/22/2007	N/A	N/A	Notice of Allowance issued 12/27/2011	3, 5, 8, 9, 11, 16, 21, 25, 29, 30, 31, 32, 35, 36, & 41
F & E		85/025880	4/29/2010	4,368,877	7/16/2013	Registered	29 & 31
F & E	Word Mark	85/025879	4/29/2010	4,368,876	7/16/2013	Notice of Allowance issued 5/24/2011	29 & 31
F & E		85/025881	4/29/2010	N/A	N/A	Notice of Allowance issued 5/24/2011	29 & 31

Trademark	Design	Application #	Filing Date	Registration #	Reg. Date	Status	Classes
THE BIG KAHUNA	Word Mark	77/087974	1/22/2007	3463202	7/8/2008	Registered	33
SOUTH EASTERN AUSTRALIA THE BIG KAHUNA CHARDONNAY		77/402922	2/21/2008	3712740	11/17/2009	Registered	33
MISCELLANEOUS DESIGN (TOTE BAG LOGO B & W)		85/051496	6/4/2010	4102927	2/21/2012	Registered	18
MISCELLANEOUS DESIGN (TOTE BAG LOGO B & W)		85/051462	6/4/2010	4096761	2/7/2012	Registered	18

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RECORDED: 11/26/2013

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