

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM310133

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Roundy's Supermarkets, Inc.		07/07/2014	LIMITED LIABILITY COMPANY: WISCONSIN
RECEIVING PARTY DATA			
Name:	SUPERVALU INC.		
Street Address:	7075 Flying Cloud Drive		
Internal Address:	Legal Department		
City:	Eden Prairie		
State/Country:	MINNESOTA		
Postal Code:	55379		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1459729	RAINBOW	
Registration Number:	1304312	RAINBOW FOODS	
CORRESPONDENCE DATA			
Fax Number:	9528284403		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(952) 996-8034		
Email:	IPLegalTeam@Supervalu.com		
Correspondent Name:	Jennifer Otto		
Address Line 1:	7075 Flying Cloud Drive		
Address Line 2:	Legal Department		
Address Line 4:	Eden Prairie, MINNESOTA 55379		
NAME OF SUBMITTER:	Jennifer Otto		
SIGNATURE:	/Jennifer Otto/		
DATE SIGNED:	07/09/2014		
Total Attachments: 8			
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INTELLECTUAL PROPERTY ASSIGNMENT AND NON-EXCLUSIVE LICENSE

THIS INTELLECTUAL PROPERTY ASSIGNMENT AND NON-EXCLUSIVE LICENSE (the "Assignment and License") is made as of July 7, 2014, by and among ROUNDY'S SUPERMARKETS, INC., a Wisconsin limited liability company ("Parent"), RBF, LLC, a Wisconsin limited liability company ("Seller"), and SUPERVALU INC., a Delaware corporation ("Buyer").

RECITALS

WHEREAS, Parent, Seller and Buyer are parties to that certain Asset Purchase Agreement, dated as of May 6, 2014 (the "Asset Purchase Agreement"), which provides for, among other things, the sale and transfer of certain Purchased Assets, including the Trade Name (as such terms are defined in the Asset Purchase Agreement) from Parent to Buyer under the terms and subject to the conditions contained therein;

WHEREAS, pursuant to the Asset Purchase Agreement, Buyer has directed Parent to deliver, and Parent has agreed to deliver, this Assignment and License pursuant to which the Trade Name will be conveyed to Buyer; and

WHEREAS, to account for the various Transition Dates in the Asset Purchase Agreement and the various "Transition Dates" in the Related Agreements (as such terms are defined in the Asset Purchase Agreement), Buyer, Parent and Seller desire to clarify that the non-exclusive license of the Trade Name from Buyer to Seller contemplated in Section 9.6 of the Asset Purchase Agreement begins upon the date hereof.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Defined Terms. Capitalized terms used and not otherwise defined herein shall have the respective meanings set forth in the Asset Purchase Agreement.
2. Assignment of Trade Name. Parent hereby sells, conveys, transfers, assigns and delivers to Buyer, all of Parent's right, title and interest in, to and under the Trade Name, including the items listed on Schedule A attached hereto, together with all goodwill associated therewith and all trademark registrations, applications and renewals thereof, and all claims for damages by reason of past, present or future infringement, dilution or misappropriation of the foregoing, with the right to sue for and collect the same. For the avoidance of doubt, this Assignment and License shall not be deemed a sale, conveyance, transfer, assignment or delivery of any of the Excluded Assets (as defined in the Asset Purchase Agreement).
3. Non-Exclusive License of Trade Name. Buyer hereby grants Seller a non-exclusive license to use the Trade Name from the date hereof until the date that is three (3) months following the last Closing Date under the Asset Purchase Agreement or, if later, the last "Closing Date" under any Related Agreement, in connection with Seller's other stores currently operating under the Trade Name, upon the expiration of which Seller shall immediately cease all

use of the Trade Name or any confusingly similar identification, trademark, or trade name. Seller acknowledges and agrees that it shall not use the Trade Name with respect to any stores other than those identified in Section 9.6 of the Asset Purchase Agreement and will not transfer this license to any other party.

4. Governing Law. This Assignment and License shall be governed by and construed in accordance with the internal Laws of the State of Delaware applicable to agreements made and to be performed entirely within such State, without regard to the conflicts of Law principles of such State. Each party irrevocably submits to the exclusive jurisdiction of the United States District Court for the District of Delaware, for the purposes of any Action arising out of this Assignment and License or any transaction contemplated hereby. Each party agrees to commence any such Action either in the United States District Court for the District of Delaware or if such Action may not be brought in such court for jurisdictional reasons, in the Delaware state courts. Each party further agrees that service of any process, summons, notice or document by U.S. registered mail to such party's respective address set forth in Section 10.8 of the Asset Purchase Agreement shall be effective service of process for any action, suit or proceeding in Delaware with respect to any matters to which it has submitted to jurisdiction under this section. Each party irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Assignment and License or the transactions contemplated hereby in the state or federal courts sitting in Delaware, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

5. Counterparts. This Assignment and License may be executed in several counterparts (whether by facsimile, pdf or otherwise), each of which shall be deemed an original, but such counterparts shall together constitute but one and the same Assignment and License.

6. Asset Purchase Agreement. This Assignment and License is being delivered pursuant to, and is subject to all of the terms and conditions of, the Asset Purchase Agreement, which shall govern the respective rights of Parent, Seller and Buyer with respect to the Trade Name. If there is any conflict between the terms and provisions of this Assignment and License and the Asset Purchase Agreement, the terms and provisions of the Asset Purchase Agreement shall govern; provided that the terms of Section 3 herein shall govern any conflict between the terms and provisions of Section 3 herein and the Asset Purchase Agreement.

7. Third Parties. This Assignment and License shall not confer any rights or remedies upon any Person (including any employees of Parent, Seller or Buyer) other than Parent, Seller, Buyer and their respective successors and permitted assigns.

8. Amendment. No amendment, supplement, modification, waiver or termination of this Assignment and License shall be binding unless executed in writing by the party to be bound thereby.

9. Severability. Whenever possible, each provision of this Assignment and License shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision, clause or part of this Assignment and License, or the application thereof under certain

circumstances, is held invalid, void or unenforceable by a court of competent jurisdiction or other authority, the remainder of this Assignment and License, or the application of such provision, clause or part under other circumstances, shall remain in full force and effect and shall in no way be affected, impaired or invalidated, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party.

Signature Page Follows

IN WITNESS WHEREOF, the undersigned have caused this Assignment and License to be duly executed as of the date first above written.

PARENT:

ROUNDY'S SUPERMARKETS, INC.

By: Edward G. Kitz
Name: Edward G. Kitz
Title: Group VP - Legal, Risk & Treasury

SELLER:

RBF, LLC

By: Edward G. Kitz
Name: Edward G. Kitz
Title: VP, Secretary & Treasurer

BUYER:

SUPERVALU INC.

By: _____
Name: Rob Woseth
Title: EVP, Strategy

[Signature Page to Intellectual Property Assignment and Non-Exclusive License]

TRADEMARK
REEL: 005319 FRAME: 0276

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PARENT:

ROUNDY'S SUPERMARKETS, INC.

By: _____
Name: Edward G. Kitz
Title: Group VP - Legal, Risk & Treasury


SELLER:

RBF, LLC

By: _____
Name: Edward G. Kitz
Title: VP, Secretary & Treasurer

BUYER:

SUPERVALU INC.

By: _____

Name: Rob Woseth
Title: EVP, Strategy


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TRADEMARK
REEL: 005319 FRAME: 0277

SCHEDULE A

TRADE NAME

United States Patent & Trademark Office Registrations & State Trademark Registrations

NAME	REGIS. NO.	REGIS. DATE	OWNED BY	CLASS *	TERM	RENEW	DEC. OF USE	COMMENTS
Rainbow	1,459,729	9/29/87	Roundy's Supermarkets, Inc.	ICL 42	10	9/29/2017	05/07	Retail grocery store services; assigned RBF Corp. to LLC to Roundy's 10/14/05
Rainbow Foods & Design 	1,304,312	11/6/84	Roundy's Supermarkets, Inc.	ICL 42	10	11/06/14	11/4/04	Renewal filed 2/2/05; assigned RBF Corp. to LLC to Roundy's 10/14/05
Rainbow Foods	603329-4	08/25/2003	Roundy's Supermarkets, Inc.	MN Assumed name registration	10	08/25/2013; then annually		7/6/12 file amendment--change reg agent address. Renewals req annually after exp. of 1st 10-year period

Domain Names

Domain Name	Registration Expiration Date
rainbow-foods.com	October 12, 2016
rainbowfoods.biz	November 18, 2016
rainbowfoods.com	May 7, 2017
rainbowfoods.info	July 31, 2015
rainbowfoods.org	November 7, 2016