

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM312198

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Andronico's Markets, Inc.		09/16/2011	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Renwood Andronico Lending 1, LLC		
Street Address:	14234 Catalina Street		
City:	San Leandro		
State/Country:	CALIFORNIA		
Postal Code:	94577		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3390914	ANDRONICO'S MARKET	
CORRESPONDENCE DATA			
Fax Number:	4159891663		
<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:	415 772-5739		
Email:	kfrank@cpdb.com		
Correspondent Name:	Karen S. Frank		
Address Line 1:	One Ferry Bldg, Suite 200		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Karen S. Frank		
SIGNATURE:	/karen s. frank/		
DATE SIGNED:	07/29/2014		
Total Attachments: 13			
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ASSET PURCHASE AGREEMENT

BY AND BETWEEN

**ANDRONICO'S MARKETS, INC.
AS SELLER**

AND

**RENWOOD ANDRONICO LENDING 1, LLC
AS PURCHASER**

SEPTEMBER 16, 2011

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT dated as of September 16, 2011 (this "Agreement") is entered into by and between **RENWOOD ANDRONICO LENDING 1, LLC**, a Delaware limited liability company ("Purchaser"), and **ANDRONICO'S MARKETS, INC.**, a California corporation ("Seller"). Purchaser and Seller are sometimes individually referred to in this Agreement as a "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, Seller operates a chain of grocery stores in Northern California (the "Business").

WHEREAS, Seller desires to sell, transfer, convey, assign and deliver the Purchased Assets (as defined below) and to assign the Assumed Liabilities (as defined below), and Purchaser desires to purchase, take delivery of, and assume such Purchased Assets and Assumed Liabilities, upon the terms and subject to the conditions set forth herein.

WHEREAS, on August 22, 2011 (the "Petition Date") Seller filed and commenced a voluntary Chapter 11 bankruptcy case (the "Bankruptcy Case") captioned *In re Andronico's Markets, Inc.* (Case No. 11-48963-EDJ-11), in the United States Bankruptcy Court for the Northern District of California, Oakland Division (the "Bankruptcy Court").

WHEREAS, the transactions contemplated by this Agreement (the "Transactions") will be consummated pursuant to a Sale Order and Assumption Order (as defined below) to be entered in the Bankruptcy Case under sections 363 and 365 and other applicable provisions of the Bankruptcy Code (as defined below), and the Transactions and this Agreement are subject to the approval of the Bankruptcy Court.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements, covenants, representations, warranties, and promises set forth herein, and in order to prescribe the terms and conditions of such purchase and sale, intending to be legally bound, the Parties agree as follows:

1. Definitions.

1.1 Definitions. Except as otherwise defined herein, the following terms, as used herein, have the following meanings:

(a) "503(b)(9) Claims" means all claims for goods received by the Seller within 20 days before the Petition Date, which goods have been sold to the Seller in the ordinary course of such Seller's business, and which claims have been determined to be legally valid claims in accordance with the procedures approved by the Bankruptcy Court in that certain Order (I) Granting Administrative Expense Status to Seller's Undisputed Obligations to Vendors Arising From Post-Petition Delivery of Goods Ordered Prepetition and Authorizing Debtor to Pay Such Obligations in Ordinary Course of Business; (II) Authorizing Payment for Goods

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with the Transactions;

(vi) all prepaid expenses and deposits to the extent relating solely to the Excluded Assets;

(vii) assets held in trust for the benefit of Employees, such as assets held under any Employee Benefit Plan;

(viii) all rights of Seller under any executory Contract that is not an Assumed Contract; and

(ix) assets that Purchaser may designate from time to time prior to Closing to be an Excluded Asset (for which designated assets there shall be no reduction in the Purchase Price).

(ee) "Governmental Authority" means any government or governmental or regulatory body thereof, or political subdivision thereof, whether foreign, federal, state, or local, or any agency, instrumentality or authority thereof, or any court or arbitrator (public or private).

(ff) "Hired Employees" means those employees of Seller that are hired and employed by Purchaser from and after the Closing Date.

(gg) "Initial Credit Bid Amount" has the meaning set forth in Section 2.5(c)(i)

(hh) "Intellectual Property Rights" means (i) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all U.S. and foreign patents (including continuations, continuations in part, reissues and re examinations thereof) and patent applications, patent disclosures and patent rights; (ii) all trade names, trademarks, service names, service marks, trade dress, logos, brand names, trade designs, corporate names, including "Andronico's," "Andronico's Community Market," "Andronico's Markets," and "Park & Shop," and all applications, registrations, and renewals in connection therewith, together with all translations, adaptations, derivations and combinations thereof, and including all goodwill associated therewith; (iii) all copyrightable works, all works of authorship, all copyrights, and all applications, registrations and renewals in connection therewith; (iv) all trade secrets and confidential business information (including ideas, research and development, discoveries, concepts, formulas, licenses, franchises, inventions, processes and designs (whether or not patentable or reduced to practice); know how, manufacturing and production processes, techniques, methods and procedures, and all other processes, techniques, methods and procedures, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals); (v) all certificates of public convenience and necessity; (vi) all layouts, processes, inventions, development tools and all documentation and media constituting, describing or relating to any of the foregoing, including manuals, memoranda and records; (vii) all computer software (including assemblers, applets, compilers, source code, object code, flow charts or diagrams, data (including image and sound data), design and development tools, library functions, user interfaces, databases, compilations and related documentation), Internet web sites, URL's and domain names, and applications and registrations in connection therewith; (viii) all other proprietary rights; (ix) all

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(rr) "Person" means an individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

(ss) "Pre-Closing Tax Period" means (i) any Tax period ending on or before the Closing Date and (ii) with respect to a Tax period that commences before but ends after the Closing Date, the portion of such period up to and including the Closing Date.

(tt) "Prepetition Facility" means, collectively, the financing provided by the DIP Lender's predecessors to Seller before the Petition Date and all documentation entered into with or in favor of, the DIP Lender in connection therewith.

(uu) "Property Taxes" means all real property Taxes, personal property Taxes and similar ad valorem obligations ~~levied with respect to the Purchased Assets~~ for any Tax period.

(vv) "Purchased Assets" means all of Seller's property and rights in and to property, except Excluded Assets.

(ww) "Sale Motion" means a motion authorizing the sale of the Purchased Assets free and clear of liens, claims and encumbrances.

(xx) "Sale Order" means an Order entered by the Bankruptcy Court approving the sale of the Purchased Assets.

(yy) "Successful Purchaser" means the party or parties submitting the highest or otherwise best bid or combination of bids in accordance with the Bid Procedures and the Bid Procedures Order for approval by the Bankruptcy Court pursuant to section 363 of the Bankruptcy Code.

(zz) "Tax" means (i) any and all federal, state, local and foreign taxes, assessments, and any other governmental charges, fees, duties or other like assessment or charges of any kind whatsoever (including withholding on amounts paid to or by any Person and taxes based upon or measured by gross receipts, income, profits, sales, use and occupation, and value added, ad valorem, transfer, franchise, withholding, payroll, recapture, employment, excise and property taxes), together with all interest, penalty, addition to tax or additional amount imposed by any Governmental Authority (a "Taxing Authority") responsible for the imposition of any such tax (domestic or foreign), (ii) any liability for the payment of any amounts of the type described in clause (i) as a result of being or ceasing to be a member of an affiliated, consolidated, combined or unitary group for any period (including, without limitation, any liability under Treasury Regulation section 1.15026 or any comparable provision of foreign, state or local law); or (iii) liability for the payment of any amounts of the type described in (i) or (ii) as a result of being party to any agreement or any express or implied obligation to indemnify any other Person or as a result of any obligations under any agreements or arrangements with any other Person with respect to such amounts.

(aaa) "Tax Reserve" means the tax reserve to be established from the proceeds of: (i) the cash deposit provided by DIP Lender supporting letter of credit numbers (a)

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(d) Gender and Number. Any reference in this Agreement to gender shall include all genders, and words imparting the singular number only shall include the plural and vice versa.

(e) Headings. The provision of a Table of Contents, the division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement. All references in this Agreement to any "Section" are to the corresponding Section of this Agreement unless otherwise specified.

(f) Herein. The words such as "herein," "hereinafter," "hereof" and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires.

(g) Including. The word "including" or any variation thereof means "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

2. Purchase and Sale.

2.1 Purchase and Sale. Subject to the terms and conditions set forth in this Agreement, at the Closing, Seller agrees to sell, transfer and deliver to Purchaser, and Purchaser agrees to purchase, acquire and accept from Seller the Purchased Assets. The Purchased Assets shall be sold and purchased "AS IS, WHERE IS."

2.2 Assumed Liabilities. Upon the terms and subject to the conditions of this Agreement, Purchaser agrees, from and after the Closing Date, to assume, pay, perform and discharge, promptly when payment or performance is due or required, the following liabilities and obligations, and only the following liabilities and obligations, of Seller or the Business (the "Assumed Liabilities"):

- (a) all liabilities and obligations of Seller arising under the Assumed Contracts to the extent that such liabilities first accrue and arise on or after the Closing Date and all obligations in connection with the demonstration of adequate assurance of future performance required under section 365(b)(1)(C) of the Bankruptcy Code;
- (b) all liabilities of Seller arising under any conditional sales contract for any Purchased Asset;
- (c) all liabilities and obligations of Seller arising under transferable licenses, permits and governmental authorizations of Seller identified on Schedule 2.2(b) and Intellectual Property Rights first accruing from and after the Closing Date;
- (d) all liability for previously unpaid PACA Lien Claims from the operation of the Business;
- (e) all liability under outstanding gift certificates; and

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

SELLER:

ANDRONICO'S MARKETS, INC.

By: 
Name: William J. Andronico
Title: Chief Executive Officer

PURCHASER:

RENWOOD ANDRONICO LENDING 1, LLC

By: _____
Name: Mark Barbeau
Title: Manager

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

SELLER:

ANDRONICO'S MARKETS, INC.

By: _____
Name: William J. Andronico
Title: Chief Executive Officer

PURCHASER:

RENWOOD ANDRONICO LENDING I, LLC

By: Mark Barbeau
Name: Mark Barbeau
Title: Manager