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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM321001

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Greenbax Enterprises, Inc.		10/19/2014	CORPORATION: SOUTH CAROLINA

RECEIVING PARTY DATA

Name:	Piggly Wiggly Carolina Company, Inc.	
Street Address:	176 Croghan Spur Road	
City:	Charleston	
State/Country:	SOUTH CAROLINA	
Postal Code:	29407	
Entity Type:	CORPORATION: SOUTH CAROLINA	

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1921436	PRICE WISE
Registration Number:	3098679	NEWTON FARMS
Registration Number:	2328346	GREENBAX
Registration Number:	4135293	MRS. MAC'S
Registration Number:	4217437	LOCAL SINCE FOREVER
Registration Number:	4358459	NEWTON FARMS
Registration Number:	1857439	PRICE WISE

CORRESPONDENCE DATA

Fax Number: 8028627512

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.

Phone: 802-863-2375
Email: tmip@drm.com

Correspondent Name: Lawrence H. Meier, Esq.

Address Line 1: 199 Main Street

Address Line 4: Burlington, VERMONT 05401

ATTORNEY DOCKET NUMBER:	01387-0000448
NAME OF SUBMITTER:	Lawrence H. Meier
SIGNATURE:	/Lawrence H. Meier/

Total Attachments: 5 source=Assignment Agreement Greenbax Enterprises to Piggly Wiggly#page1.tif source=Assignment Agreement Greenbax Enterprises to Piggly Wiggly#page2.tif source=Assignment Agreement Greenbax Enterprises to Piggly Wiggly#page3.tif source=Assignment Agreement Greenbax Enterprises to Piggly Wiggly#page4.tif

source=Assignment Agreement Greenbax Enterprises to Piggly Wiggly#page5.tif

ASSIGNMENT OF TRADEMARK AND ACCOMPANYING GOODWILL

THIS ASSIGNMENT is made and effective as of the 19th day of October, 2014, (hereinafter the "Effective Date"), by and between Greenbax Enterprises, Inc., a South Carolina corporation having an address at 176 Croghan Spur Road, Charleston, SC 29407, (the "Assignor"), and Piggly Wiggly Carolina Company, Inc., a South Carolina corporation having an address at 176 Croghan Spur Road, Charleston, SC 29407, (the "Assignee").

WHEREAS, Assignor is the owner of the trademarks identified on the attached Schedule and the registrations and/or applications thereof (the "<u>Trademarks</u>"), the goodwill of the business associated therewith and symbolized thereby, and all rights appurtenant thereto, including, but not limited to, all common law rights, causes of action and the right to recover for past infringement, dilution or other misappropriation thereof; and

WHEREAS, Assignee is desirous of acquiring the Trademarks and all goodwill associated therewith and symbolized thereby and all rights appurtenant thereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Assignor acknowledges by its execution below:

- 1. Assignor hereby assigns to Assignee all of its rights, title and interest in and to the Trademarks, together with the goodwill of the business connected with the use of and symbolized by said Trademarks, and together with all rights appurtenant to said Trademarks, including without limitation all common law rights therein and any and all interests, claims and rights for damages and profits by reason of any past infringement or unauthorized use of the Trademarks, false designations of origin, unfair competition, deceptive trade practices and/or dilution related to the Trademarks, use of confusingly similar marks or names by others, and all other related causes of action and the right to sue therefor.
- 2. Assignor agrees to perform all reasonable and proper additional acts and to execute any additional documents at the request and expense of Assignee which Assignee may require in order to confirm the assignment made herein so that Assignee's interest in the Trademarks can be reflected in the public record.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF, the parties have executed this Assignment on the days and dates set forth below and effective as of the Effective Date set forth above.

PIGGLY WIGGLY CAROLINA COMPANY, INC.

Assignee

Name: David R. Schools

Title: President

Date: October _____, 2014

State of South Carolina County of Charleston

At Charleston, SC, as of this day of October, 2014, David R. Schools, President of Piggly Wiggly Carolina Company, Inc. personally appeared, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed and the free act and deed of Piggly Wiggly Carolina Company, Inc.

Before me,

Notary Public

My Commission Expires: 2-14-2002

IN WITNESS WHEREOF, the parties have executed this Assignment on the days and dates set forth below and effective as of the Effective Date set forth above.

GREENBAX ENTERPRISES, INC.

Assignor

Name: David R. Schools

Title: President

Date: October <u>19</u>, 2014

State of South Carolina County of Charleston

At Charleston, SC, as of this $\frac{19}{10}$ day of October, 2014, David R. Schools, President of Greenbax Enterprises, Inc. personally appeared, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed and the free act and deed of Greenbax Enterprises, Inc.

Before me,

Notary Public

My Commission Expires: 1-14-2022

SCHEDULE TO ASSIGNMENT

Registered Trademarks

Mark	Registration No.
PRICE WISE	1,921,436
NEWTON FARMS	3,098,679
GREENBAX	2,328,346
MRS. MAC'S	4,135,293
LOCAL SINCE FOREVER	4,217,437
NEWTON FARMS	4,358,459
PRICE WISE	1,857,439

TRADEMARK
REEL: 005386 FRAME: 0726

RECORDED: 10/23/2014