

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM321005

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Piggly Wiggly Carolina Company, Inc.		10/20/2014	CORPORATION: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	Surry Licensing LLC		
Street Address:	7 Corporate Drive		
City:	Keene		
State/Country:	NEW HAMPSHIRE		
Postal Code:	03431		
Entity Type:	LIMITED LIABILITY COMPANY: NEW HAMPSHIRE		
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		
<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:	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/		

OP \$190.00 1921436

DATE SIGNED:	10/23/2014
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Total Attachments: 5

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**ASSIGNMENT OF TRADEMARK
AND ACCOMPANYING GOODWILL**

THIS ASSIGNMENT is made and effective as of the 20th day of October, 2014, (hereinafter the "**Effective Date**"), by and between **Piggly Wiggly Carolina Company, Inc.**, a South Carolina corporation, whose principal address is 176 Croghan Spur Road, Charleston, SC 29407, (the "**Assignor**"), and **Surry Licensing LLC**, a New Hampshire limited liability company, whose principal address is 7 Corporate Drive, Keene, NH 03431, USA, (the "**Assignee**").

WHEREAS, Assignor is the owner of the trademarks identified on the attached Schedule and the registrations and/or applications thereof (the "**Trademarks**"), 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.
Assignor

By: 

Name: David R. Schools

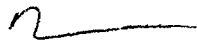
Title: President

Date: October 20, 2014

State of South Carolina
County of Charleston

At Charleston, SC, as of this 20th 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: 2-14-2022

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.

SURRY LICENSING LLC
Assignee

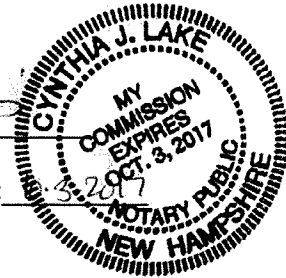
By: *Marc Toyloy*
Name: Marc N. Toyloy
Title: VP, Assistant Secretary
Date: 10-20-2014

State of New Hampshire ss.
County of Cheshire

At 9:00 a.m., as of this 20th day of October, 2014,
Marc N. Toyloy, VP, Assistant Secretary of Surry Licensing LLC 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 Surry Licensing LLC.

Before me,

Cynthia J. Lake
Notary Public
My Commission Expires: 3/2017



Assignment of Trademark and Accompanying Goodwill

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