

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM332673

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Safeway Inc.		01/30/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	NAI Saturn Eastern LLC		
Street Address:	c/o New Albertson's, Inc., 250 Parkcenter Blvd.		
City:	Boise		
State/Country:	IDAHO		
Postal Code:	83706		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	76452439	GENUARDI'S SMART CHECK GENUARDI'S CLUB	
Serial Number:	75510411	GENUARDI'S FAMILY MARKETS	
Serial Number:	75473300	G GENUARDI'S FAMILY MARKETS COMMUNITY CA	
Serial Number:	74675170	G GENUARDI'S	
Serial Number:	74675169	GENUARDI'S	
Serial Number:	74675171	G	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<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:	2127562132		
Email:	scott.kareff@srz.com		
Correspondent Name:	S. Kareff c/o Schulte Roth & Zabel LLC		
Address Line 1:	919 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	014951/0667		
NAME OF SUBMITTER:	Scott Kareff (014951/0667)		
SIGNATURE:	/smk/		

CH \$165.00 76452439

DATE SIGNED:	02/19/2015
Total Attachments: 4 source=Genuardis 2#page1.tif source=Genuardis 2#page2.tif source=Genuardis 2#page3.tif source=Genuardis 2#page4.tif	

TRADEMARK AND DOMAIN NAME ASSIGNMENT

This TRADEMARK AND DOMAIN NAME ASSIGNMENT (the "Assignment") is made and entered into as of January 30, 2015 (the "Effective Date") by and between SAFEWAY INC., a corporation formed under the laws of Delaware ("Assignor"), and NAI SATURN EASTERN LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and other entities, as sellers, and Assignee, as purchaser, are parties to that certain Contribution Agreement made and entered into as of the Effective Date (the "Contribution Agreement"), pursuant to which Assignor did contribute, convey, transfer, assign and deliver to Assignee all of its legal and beneficial right, title and interest in and to the Transferred Assets (as defined in the Contribution Agreement), including, without limitation, the trademarks listed on Schedule A attached hereto (the "Trademarks") and the domain names listed on Schedule A attached hereto (the "Domain Names"); and

WHEREAS, Assignee wishes to obtain a document suitable for recording in the United States Patent and Trademark Office the purposes of evidencing the assignment of all of Assignor's right, title and interest in and to the Trademarks and the Domain Names, and Assignor wishes to provide same to Assignee.

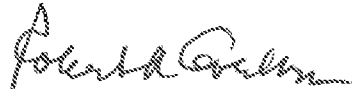
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, sells and transfers unto Assignee, all of its right, title and interest, including common law rights, in and to (i) the Trademarks, together with the goodwill associated therewith and the entire business and/or portion thereof to which the Trademarks pertain, and the right to sue and recover for all past, present and future infringements and other violations of the Trademarks; and (ii) the Domain Names, the same to be held and enjoyed by Assignee, its successors and assigns to the same extent that such would have been held and enjoyed by Assignor had this Assignment not been made. Assignor hereby covenants and agrees to provide any further necessary documentation and do all further acts reasonably requested by Assignee in this regard to confirm and perfect title in and to the Trademarks and the Domain Names in Assignee, its successors, assigns or other legal representatives.

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IN WITNESS WHEREOF, Assignor and Assignee have executed this Trademark and Domain Name Assignment as of the Effective Date.

ASSIGNOR:

SAFEWAY INC.

By: 
Name: Robert A. Gordon
Title: Senior Vice President
Secretary & General Counsel

ASSIGNEE:


NAI SATURN EASTERN LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, Assignor and Assignee have executed this Trademark and Domain Name Assignment as of the Effective Date.

ASSIGNEE:

NAI SATURN EASTERN LLC


By: 
Name: _____
Title: _____
Joel Guth
Vice President
Real Estate Law

[Signature Page to Trademark and Domain Name Assignment]

TRADEMARK
REEL: 005462 FRAME: 0802

Schedule A

Trademarks

Mark	Serial Number	Reg. Number
GENUARDI'S SMART CHECK GENUARDI'S CLUB	76452439	3005346
GENUARDI'S FAMILY MARKETS	75510411	2337432
G GENUARDI'S FAMILY MARKETS COMMUNITY CASH BACK PROGRAM	75473300	2320339
G GENUARDI'S	74675170	2062539
GENUARDI'S	74675169	2060357
	74675171	2060358

Domain Names

www.genuardis.com

www.genuardis.org

www.genuardisfamilymarkets.com

www.genuardisfamilymarkets.org