

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM349292

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ASSOCIATED WHOLESALERS, INC.		11/12/2014	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	C&S IP LLC		
Street Address:	7 Corporate Drive		
City:	Keene		
State/Country:	NEW HAMPSHIRE		
Postal Code:	03431		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3619124	SAVESMART DISCOUNT FOODS	
Registration Number:	0553966	OLE BARREL BRAND	
Registration Number:	4228515	EAT RIGHT FOR LIFE	
Registration Number:	3904954	AROMA AVENUE BAKE SHOPPE	
CORRESPONDENCE DATA			
Fax Number:	4052287305		
<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:	405-235-9621		
Email:	michael.labrie@mcafeetaft.com		
Correspondent Name:	MCAFEE & TAFT, MICHAEL J. LABRIE		
Address Line 1:	211 NORTH ROBINSON		
Address Line 2:	10th FLOOR - TWO LEADERSHIP SQUARE		
Address Line 4:	Oklahoma City, OKLAHOMA 73102-7103		
ATTORNEY DOCKET NUMBER:	15540.1		
NAME OF SUBMITTER:	Michael J. LaBrie		
SIGNATURE:	/Michael J. LaBrie/		
DATE SIGNED:	07/27/2015		
Total Attachments: 14			

CH \$115.00 3619124

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Trademark Assignment Agreement

This Trademark Assignment Agreement (the "**Trademark Assignment Agreement**"), dated as of November 12, 2014 (the "**Effective Date**"), is by and between ASSOCIATED WHOLESALERS, INC., a Pennsylvania corporation ("**AWI**"), ASSOCIATED LOGISTICS, INC., a Pennsylvania corporation ("**ALI**"), WHITE ROSE, INC., a Delaware corporation ("**White Rose**"), Rose Trucking Corp., a New Jersey corporation ("**Rose Trucking**"), Nell's Inc., a Pennsylvania corporation ("**Nell's**"), AWI Delaware, Inc., a Delaware corporation ("**ADI**"), W.R. Service Corp., a New York corporation ("**WRSC**"), W.R. Service II Corp, a New York corporation ("**WRSCII**"), W.R. Service V Corporation, a New Jersey corporation ("**WRSCV**") and together with AWI, ALI, White Rose, Rose Trucking, ADI, WRSC, WRSCII, and Nell's, collectively, "**Sellers**" and, individually, a "**Seller**"), and C&S Wholesale Grocers, Inc., a Vermont corporation ("**C&S**"), and C&S IP LLC, an affiliate of C&S designated as assignee of certain of the Acquired Assets ("**C&SIP**", and together with C&S, the "**Assignees**")

WHEREAS, Sellers and C&S have entered into a certain Amended and Restated Asset Purchase Agreement, dated as of October 25, 2014 (the "**Purchase Agreement**"), pursuant to which, among other things, Sellers have agreed to assign to C&S all trademarks, service marks, trade dress, logos, trade names and corporate names and other indicia of origin and corporate branding, together with all translations, adaptations, derivations and combinations thereof, including the name(s) "Associated Wholesalers," "Associated Logistics," "White Rose," "Rose Trucking," and "Nell's," and including in each case all goodwill associated therewith, and all applications, registrations and renewals in connection therewith, in each case that constitute Acquired Assets (the "**Trademarks**");

WHEREAS, Sellers are debtors-in-possession in that certain chapter 11 bankruptcy proceeding pending in the United States Bankruptcy Court for the District of Delaware (Case No. 14-12092) (the "**Bankruptcy Case**"); and

WHEREAS, that certain Order (I) Approving Asset Purchase Agreement and Authorizing the Sale of Certain Assets of Debtors Outside the Ordinary Course of Business, (II) Authorizing the Sale of Assets Free and Clear of All Liens, Claims, Encumbrances and Interests, (III) Authorizing the Assumption and Assignment or Rejection of Certain Executory Contracts and Unexpired Leases, and (IV) Granting Related Relief (the "**Sale Order**") was entered on October 29, 2014 (Docket No. 614) in the Bankruptcy Case approving the Purchase Agreement and directing the Sellers to consummate the assignment of the Acquired Assets as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Definitions. All capitalized terms used in this Trademark Assignment Agreement but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.

2. Assignment and Assumption. Sellers hereby assign to C&SIP, all right, title and interest of Sellers in and to (a) all of the Trademarks, but not including the Trademarks “Nell’s” and “Nell’s Market Fresh” ; and (b) all suits, proceedings, rights, recoveries (whether known or unknown, matured or unmatured, accrued or contingent) that Sellers may have against any Person relating to or arising out of any of the rights assigned above, including claims against any Person for compensation, claims of infringement or misappropriation or past infringement or past misappropriation of any rights assigned above, whether arising prior to or after the date of this Trademark Assignment Agreement.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement and the Sale Order, including, but not limited to, any representations, warranties, covenants, and agreements relating to the Acquired Assets are incorporated herein by this reference. The parties hereto acknowledge and agree that any representations, warranties, covenants, and agreements contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein and in the Sale Order. In the event of any conflict or inconsistency between the terms of the Purchase Agreement or the Sale Order and the terms hereof, the terms of the Purchase Agreement and the Sale Order shall govern. Notwithstanding anything to the contrary herein, no representations or warranties of Sellers or Purchaser made in the Purchase Agreement shall survive the Closing Date except as otherwise expressly provided in the Purchase Agreement.

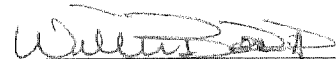
4. Counterparts. This Trademark Assignment Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

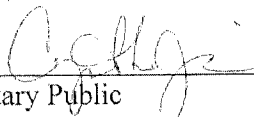
ASSIGNEE:

C&S WHOLESALE GROCERS, INC.

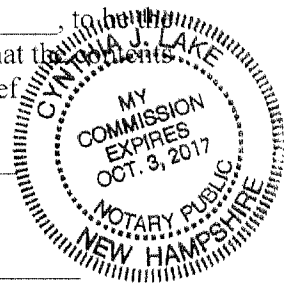
By: 
Name: William M. Boyd III
Title: Senior Vice President, General Counsel and Secretary

State of NEW HAMPSHIRE
County of CHESHIRE

On this 11th day of November, 2014, before me, the undersigned notary public, personally appeared William M. Boyd III proved to me through satisfactory evidence of identification, which was a PA license, to be the person whose name is signed on this document and who swore or affirmed to me that the contents of this document are truthful and accurate to the best of his/her knowledge and belief.


Notary Public

My commission expires 10-3-2017



[Signature Page to Trademark Assignment Agreement]

C&S IP LLC
a Delaware limited liability corporation

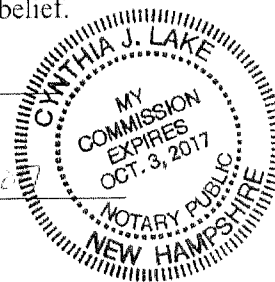
By: William M. Boyd III
Name: William M. Boyd III
Title: Senior Vice President, General
Counsel and Secretary

State of NEW HAMPSHIRE
County of CHESHIRE

On this 10th day of NOVEMBER, 2014, before me, the undersigned notary public,
personally appeared William M. Boyd III proved to me through
satisfactory evidence of identification, which was a NH license, to be the
person whose name is signed on this document and who swore or affirmed to me that the contents
of this document are truthful and accurate to the best of his/her knowledge and belief.

Cynthia J. Lake
Notary Public

My commission expires 10 3 2017



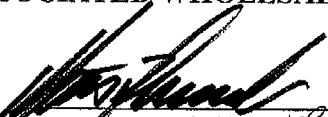
[Signature Page to Trademark Assignment Agreement]

TRADEMARK

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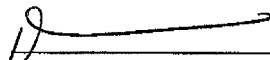
SELLERS:

ASSOCIATED WHOLESALERS, INC.

By: 
Name: MATTHEW R. SAUNDERS
Title: PRESIDENT

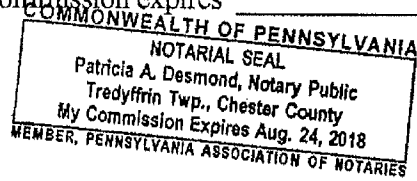
State of Pennsylvania
County of Chester

On this 10 day of November, 2014, before me, the undersigned notary public, personally appeared Matthew Saunders proved to me through satisfactory evidence of identification, which was a Arizona Drivers License, to be the person whose name is signed on this document and who swore or affirmed to me that the contents of this document are truthful and accurate to the best of his/her knowledge and belief.



Notary Public

My commission expires _____



[Signature Page to C&SIP Trademark Assignment Agreement]

ASSOCIATED LOGISTICS, INC.

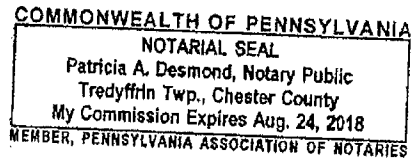
By: [Signature]
Name: MATTHEW R. SAUNDERS
Title: PRESIDENT

State of Pennsylvania
County of Chester

On this 10 day of November, 2014, before me, the undersigned notary public, personally appeared Matthew Saunders proved to me through satisfactory evidence of identification, which was a Arizona Drivers License, to be the person whose name is signed on this document and who swore or affirmed to me that the contents of this document are truthful and accurate to the best of his/her knowledge and belief.

[Signature]
Notary Public

My commission expires _____



[Signature Page to C&SIP Trademark Assignment Agreement]

WHITE ROSE, INC.

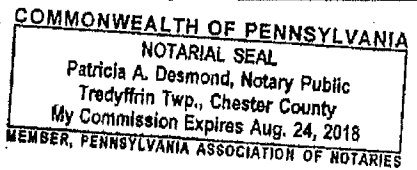
By: [Signature]
Name: MATTHEW R. SAUNDERS
Title: PRESIDENT

State of Pennsylvania
County of Chester

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[Signature]
Notary Public

My commission expires _____



[Signature Page to C&SIP Trademark Assignment Agreement]

AWI DELAWARE, INC.

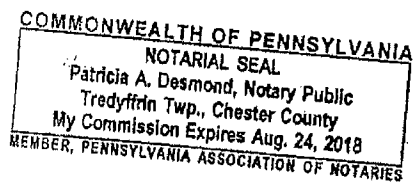
By: David Lieb
Name: David Lieb
Title: Secretary

State of Pennsylvania
County of Chester

On this 10 day of November, 2014, before me, the undersigned notary public, personally appeared David Lieb proved to me through satisfactory evidence of identification, which was a PA Drivers License, to be the person whose name is signed on this document and who swore or affirmed to me that the contents of this document are truthful and accurate to the best of his/her knowledge and belief.

[Signature]
Notary Public

My commission expires _____



[Signature Page to C&SIP Trademark Assignment Agreement]

ROSE TRUCKING CORP.

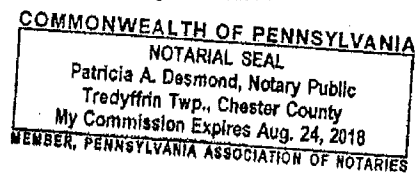
By: [Signature]
Name: MATTHEW R. SAUNDERS
Title: PRESIDENT

State of Pennsylvania
County of Chester

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[Signature]
Notary Public

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[Signature Page to C&SIP Trademark Assignment Agreement]

NELL'S INC.

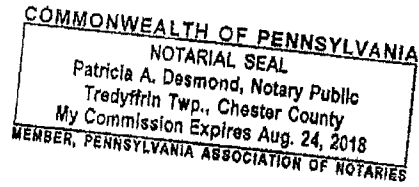
By: [Signature]
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County of Chester

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W.R. SERVICE CORP.

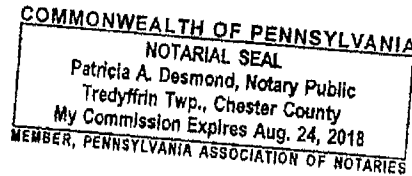
By: [Signature]
Name: MATTHEW R SAUNDERS
Title: PRESIDENT

State of Pennsylvania
County of Chester

On this 10 day of November, 2014, before me, the undersigned notary public, personally appeared Matthew Saunders proved to me through satisfactory evidence of identification, which was a Arizona Driver License, to be the person whose name is signed on this document and who swore or affirmed to me that the contents of this document are truthful and accurate to the best of his/her knowledge and belief.

[Signature]
Notary Public

My commission expires _____



[Signature Page to C&SIP Trademark Assignment Agreement]

W.R. SERVICE II CORP

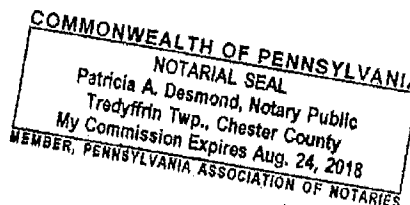
By: [Signature]
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State of Pennsylvania
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[Signature]
Notary Public

My commission expires _____



[Signature Page to C&SIP Trademark Assignment Agreement]

W.R. SERVICE V CORPORATION

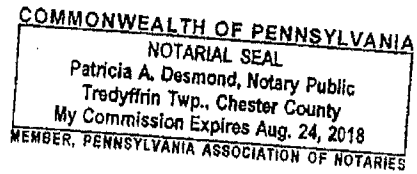
By: [Signature]
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[Signature]
Notary Public

My commission expires _____



[Signature Page to C&SIP Trademark Assignment Agreement]

ASSOCIATED WHOLESALERS, INC. - Schedule of Federal Trademark Registrations

Trademark	Registration No.
SAVE\$MART DISCOUNT FOODS	3619124
OLE BARREL BRAND	0553966
EAT RIGHT FOR LIFE	4228515
AROMA AVENUE BAKE SHOPPE	3904954