

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM366197

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Great Atlantic & Pacific Tea Company, Inc.		12/15/2015	CORPORATION: MARYLAND
Shopwell, Inc.		12/15/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Key Food Stores Co-Operative, Inc.		
Street Address:	1200 South Avenue		
City:	Staten Island		
State/Country:	NEW YORK		
Postal Code:	10314		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2741163	THE FOOD EMPORIUM	
Registration Number:	2685875	THE FOOD EMPORIUM	
Registration Number:	4429059	THE FOOD EMPORIUM NEW YORK TRADING COMPA	
Registration Number:	4407322	THE FOOD EMPORIUM TRADING COMPANY	
Registration Number:	4103323	YOUR NEW YORK MARKET	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
<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:	617.951.7000		
Email:	trademarks@ropesgray.com		
Correspondent Name:	Megan R. Baca, Ropes & Gray LLP		
Address Line 1:	1900 University Avenue		
Address Line 2:	6th Floor		
Address Line 4:	East Palo Alto, CALIFORNIA 94303		
ATTORNEY DOCKET NUMBER:	106789-0006		
NAME OF SUBMITTER:	Megan R. Baca		
SIGNATURE:	/Megan R. Baca/		

CH \$140.00 2741163

DATE SIGNED:	12/17/2015
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Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), dated as of December 15, 2015, is entered into by and between The Great Atlantic & Pacific Tea Company, Inc., a Maryland corporation ("A&P"), Shopwell, Inc., a Delaware corporation and a wholly-owned Subsidiary of A&P (together with A&P, "Assignors") and Key Food Stores Co-Operative, Inc., a New York corporation ("Assignee"). Except as otherwise defined herein, capitalized terms used in this Assignment shall have the meanings ascribed to them in the IP Asset Purchase Agreement dated November 2, 2015 by and between Assignors and Assignee (the "Purchase Agreement").

WHEREAS Assignors are the owner of all right, title, interest, and goodwill in and to the trademarks, trademark registrations and applications listed in the attached Schedule A (the "Trademarks"); and

WHEREAS, pursuant to the Purchase Agreement, Assignors have agreed to assign, sell and transfer their entire right, title and interest in and to the Trademarks to Assignee.

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

Assignors do hereby assign, sell and transfer to Assignee all of their right, title and interest in and to the Trademarks, together with (i) the applications and registrations of the Trademarks, (ii) the goodwill of the business symbolized by and associated with the Trademarks and (iii) all rights, remedies, defenses, Litigations, whether known or unknown, past, present, or future, of any nature relating to the Trademarks, including all rights to enforce any assignment of, license to, or confidentiality covenant with respect to, any Trademarks. Assignors do further consent to the recordation of this Assignment with any governmental agency.

Assignors agree, without further consideration, to execute all oaths, assignments, powers of attorney, applications, and other papers reasonably necessary or appropriate to fully secure to Assignee the right, title and interest conveyed herein, and to take such further actions as may be reasonably requested by Assignee in order to carry out the provisions and purposes of this Assignment including, without limitation, to execute one or more further assignments covering the Trademarks in a form acceptable for recordation in the United States Patent and Trademark Office or any applicable foreign equivalent.

Assignors agree, without further consideration, to execute all documents necessary to perfect such right, title, and interest in and to Assignee, its successors, assigns, and legal representatives. In the event that Assignors are unable or unwilling to fully perform their obligations under this Assignment, to the extent necessary to perfect such right, title, and interest in and to Assignee, its successors, assigns, and legal representatives, Assignors hereby irrevocably designate and appoint Assignee or its assigns and their duly authorized officers and agents as Assignors' agents and attorneys-in-fact to act for and in Assignors' behalves and instead of Assignors, to execute and file any registration, application or other document and to do all other

lawfully permitted acts in connection with the Trademarks and related rights assigned to Assignee hereunder.

This Assignment shall be governed by and construed in accordance with the domestic laws of the State of New York without giving effect to any choice of law or conflict of laws provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile or electronic (PDF) counterpart signatures shall be acceptable and binding.

This Assignment is executed pursuant to, in furtherance of and is subject to, the terms and conditions of the Purchase Agreement. This Assignment shall not replace, substitute, expand or extinguish any obligation or provision of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall control.

* * * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the date first written above.

ASSIGNORS:

THE GREAT ATLANTIC & PACIFIC TEA COMPANY, INC.

By: [Signature]
Name: Christopher W. McGarry
Its: Executive Vice President and Chief Administrative Officer

SHOPWELL, INC.

By: [Signature]
Name: Christopher W. McGarry
Its: Vice President & Secretary

STATE OF NEW JERSEY)
) ss:
COUNTY OF BERGEN)

On the 11th day of December in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Christopher W. McGarry, proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of whom the individual acted, executed the instrument.

[Signature]
Notary Public

LOUISE STILLWAGGON
ID #2370263
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires February 27, 2018

IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment to be executed as of the date first written above.

ASSIGNEE:

KEY FOOD STORES CO-OPERATIVE, INC.

By: [Signature]
Name: Debra Tanenbaum
Its: CEO

STATE OF New York)
COUNTY OF Richmond) ss:


On the 14 day of Dec in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Debra Tanenbaum proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of whom the individual acted, executed the instrument.

[Signature]
Notary Public

MADELINE DONOHUE
Notary Public, State of New York
No. 01DO6095537
Qualified in Richmond County
Commission Expires July 14, 2018

SCHEDULE A

MARKS

TRADEMARK	COUNTRY	DATE ISSUED/FILED	SERIAL/APP NO.
THE FOOD EMPORIUM THE FOOD EMPORIUM	USA	July 29, 2003	2741163
THE FOOD EMPORIUM <i>The Food Emporium</i>	USA	February 11, 2003	2685875
THE FOOD EMPORIUM NEW YORK TRADING COMPANY 	USA	November 5, 2013	4429059
THE FOOD EMPORIUM TRADING COMPANY THE FOOD EMPORIUM TRADING COMPANY	USA	September 24, 2013	4407322
YOUR NEW YORK MARKET	USA	February 21, 2012	4103323

YOUR NEW YORK MARKET			
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