

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM369690

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.		01/14/2016	CORPORATION: MARYLAND
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: 4			
Property Type	Number	Word Mark	
Registration Number:	3835077	SUPERFRESH	
Registration Number:	3467757	S SUPERFRESH	
Registration Number:	4049312	BETTER STORE. BETTER LIVING.	
Registration Number:	2085126	SUPER FRESH	
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:	Evan Gourvitz, Ropes & Gray LLP		
Address Line 1:	1211 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036-8704		
ATTORNEY DOCKET NUMBER:	106789-0006		
NAME OF SUBMITTER:	Evan Gourvitz		
SIGNATURE:	/Evan Gourvitz/		
DATE SIGNED:	01/19/2016		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), dated as of January 14, 2016, is entered into by and between The Great Atlantic & Pacific Tea Company, Inc., a Maryland corporation ("Assignor") 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 January 13, 2016 by and between Assignor and Assignee (the "Purchase Agreement").

WHEREAS Assignor is 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, Assignor has agreed to assign, sell and transfer its entire right, title and interest in and to the Trademarks to Assignee, free and clear of all Liens.

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:

Assignor does hereby assign, sell and transfer to Assignee, free and clear of all Liens, all of its 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. Assignor does further consent to the recordation of this Assignment with any governmental agency.

Assignor agrees, 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.

Assignor agrees, 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 Assignor is unable or unwilling to fully perform its 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, Assignor hereby irrevocably designates and appoints Assignee or its assigns and their duly authorized officers and agents as Assignor's agents and attorneys-in-fact to act for and in Assignor's behalf and instead of Assignor, 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.

ASSIGNEE:

KEY FOOD STORES CO-OPERATIVE, INC.

By: *Dean Samuels*
Name: *Dean Samuels*
Its: *CEO*

STATE OF *New York*
COUNTY OF *Richmond* ss:

On the *1* day of January in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared *Dean Samuels* 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.

Madelin Donohue
Notary Public

MADELIN DONOHUE
Notary Public, State of New York
No. 01DO6095537
Qualified in Richmond County
Commission Expires July 14, 20*19*

Signature Page to Trademark Assignment

TRADEMARK
REEL: 005712 FRAME: 0081

SCHEDULE A

TRADEMARKS

TRADEMARK	COUNTRY	DATE ISSUED	SERIAL/REG NO.
SUPERFRESH	USA	August 17, 2010	Ser. No. 77952029 Reg. No. 3835077
S SUPERFRESH & Design 	USA	July 15, 2008	Ser. No. 77378422 Reg. No. 3467757
BETTER STORE. BETTER LIVING.	USA	November 1, 2011	Ser. No. 85297401 Reg. No. 4049312
SUPER FRESH	USA	August 5, 1997	Ser. No. 73732662 Reg. No. 2085126