

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM372271

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Great Atlantic & Pacific Tea Company, Inc., The		01/25/2016	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	Allegiance Retail Services, LLC		
Street Address:	485D Route 1 South		
Internal Address:	Suite 420		
City:	Iselin		
State/Country:	NEW JERSEY		
Postal Code:	08830		
Entity Type:	LIMITED LIABILITY COMPANY: NEW JERSEY		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3544867	G	
Registration Number:	3842003	G	
Serial Number:	77349246	GREEN WAY	
Serial Number:	77409725	GREEN WAY	
Serial Number:	86653404	G	
CORRESPONDENCE DATA			
Fax Number:	8669417157		
<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:	732 333 1989		
Email:	peter.luccarelli@pliiplaw.com		
Correspondent Name:	Peter A. Luccarelli Jr.		
Address Line 1:	PO Box 211		
Address Line 4:	Parlin, NEW JERSEY 08859-0211		
ATTORNEY DOCKET NUMBER:	ALLEGIANCE 8		
NAME OF SUBMITTER:	Peter A. Luccarelli Jr.		
SIGNATURE:	/Peter A. Luccarelli Jr./		
DATE SIGNED:	02/05/2016		

OP \$140.00 3544867

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), dated as of January 25, 2016, is entered into by and between The Great Atlantic & Pacific Tea Company, Inc., a Maryland corporation ("Assignor") and Allegiance Retail Services, LLC, a New Jersey limited liability company which functions as a retail services cooperative for the benefit of its members of record and patrons ("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 12, 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.

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.

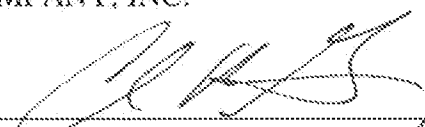
* * * *

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

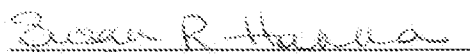
ASSIGNOR:

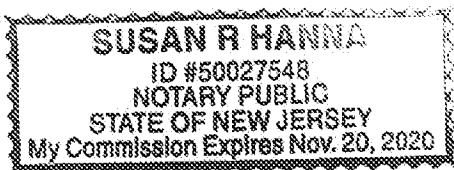
THE GREAT ATLANTIC & PACIFIC TEA COMPANY, INC.

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

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

On the 12th day of January in the year 2016 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.


Notary Public



Signature Page to Trademark Assignment

WEIL:05584210:150482.0005

TRADEMARK
REEL: 005725 FRAME: 0870

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

ASSIGNEE:

ALLEGIANCE RETAIL SERVICES, LLC

By: 

Name: John T. Denderian

Its: President

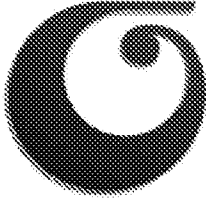
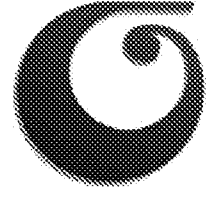

STATE OF New Jersey)
) ss:
COUNTY OF Middlesex)

On the 1st day of January in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared John T. Denderian, 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.


Notary Public

KAREN MACKNOWSKI
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMM. EXP. 2-22-2013

SCHEDULE A
TRADEMARKS

TRADEMARK	COUNTRY	SERIAL/APP NO.
GREEN WAY	USA	Ser. No. 77349246
GREEN WAY	USA	Ser. No. 77409725
GREEN WAY	Turkey	Ser. No. 2012/84325
GREEN WAY	India	Ser. No. 2277870
GREEN WAY	India	Ser. No. 2407830
G 	USA	Ser. No. 86653404
G 	USA	Ser. No. 77388984 Reg. No. 3544867
G 	USA	Ser. No. 77409787 Reg. No. 3842003