

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM374335

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|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|---------------------------------|-----------------------|
| 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. | | 01/12/2016 | CORPORATION: MARYLAND |
| RECEIVING PARTY DATA | | | |
| Name: | Moran Foods, LLC | | |
| Street Address: | 100 Corporate Office Drive | | |
| City: | Earth City | | |
| State/Country: | MISSOURI | | |
| Postal Code: | 63045 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: MISSOURI | | |
| PROPERTY NUMBERS Total: 8 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4040782 | A C AMERICA'S CHOICE RESERVE | |
| Registration Number: | 1384513 | AMERICA'S CHOICE | |
| Registration Number: | 3007194 | AMERICA'S CHOICE | |
| Registration Number: | 1860494 | AMERICA'S CHOICE | |
| Registration Number: | 1861428 | AMERICA'S CHOICE | |
| Registration Number: | 2019444 | AMERICA'S CHOICE | |
| Registration Number: | 2425385 | AMERICA'S CHOICE | |
| Serial Number: | 86652128 | AMERICA'S CHOICE GF GLUTEN FREE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6123329081 | | |
| <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: | 612.332.5300 | | |
| Email: | dockmpls@merchantgould.com | | |
| Correspondent Name: | Gregory C. Golla | | |
| Address Line 1: | P.O. Box 2910 | | |
| Address Line 4: | Minneapolis, MINNESOTA 55402-0910 | | |
| ATTORNEY DOCKET NUMBER: | 8442.00000002 | | |
| NAME OF SUBMITTER: | Gregory C. Golla | | |

OP \$215.00 4040782

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|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| SIGNATURE: | /gcg/ |
| DATE SIGNED: | 02/24/2016 |
| Total Attachments: 5 source=Trademark Assignment Agreement#page1.tif source=Trademark Assignment Agreement#page2.tif source=Trademark Assignment Agreement#page3.tif source=Trademark Assignment Agreement#page4.tif source=Trademark Assignment Agreement#page5.tif | |

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), dated as of January 12, 2016, is entered into by and between The Great Atlantic & Pacific Tea Company, Inc., a Maryland corporation ("Assignor") and Moran Foods, LLC, a Missouri Limited Liability Company ("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 11, 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");

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 in accordance with the Amended Final Order Pursuant to 11 U.S.C. §§ 105, 363, 365 and 554 Approving (I) Global Procedures for (A) Store Closings, (B) the Expedited Sale, Transfer or Abandonment of De Minimis Assets, and (C) Rejecting Unexpired Nonresidential Real Property Leases and (II) Entry Into a Liquidation Consulting Agreement in Bankruptcy Case In re The Great Atlantic & Pacific Tea Company Inc., Case No 15-23007 (RDD) filed in the United States Bankruptcy Court for the Southern District of New York.

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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SCHEDULE A

TRADEMARKS

| TRADEMARK | COUNTRY | DATE ISSUED/FILED | SERIAL/APP NO. |
|---------------------------------------------------------------------------------------------------------------------------|---------|-------------------|---------------------------------------|
| A C AMERICA'S CHOICE RESERVE  | USA | October 18, 2011 | Ser. No. 85143032 Reg. No. 4040782 |
| AMERICA'S CHOICE | USA | January 30, 2001 | Ser. No. 74332876 Reg. No. 2425385 |
| AMERICA'S CHOICE | USA | November 26, 1996 | Ser. No. 74234200 Reg. No. 2019444 |
| AMERICA'S CHOICE | USA | February 25, 1986 | Ser. No. 73514986 Reg. No. 1384513 |
| AMERICA'S CHOICE | USA | October 18, 2005 | Ser. No. 78218486 Reg. No. 3007194 |
| AMERICA'S CHOICE | USA | October 25, 1994 | Ser. No. 74801784 Reg. No. 1860494 |
| AMERICA'S CHOICE | India | | App. No. 2386130 |
| AMERICA'S CHOICE | USA | November 1, 1994 | Ser. No. 74801783 Reg. No. 1861428 |
| AMERICA'S CHOICE GF GLUTEN FREE  | USA | June 4, 2015 | Ser. No. 86652128 |

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