

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM390349

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Haggen, Inc.		06/02/2016	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	Safeway Inc.		
Street Address:	11555 Dublin Canyon Rd		
Internal Address:	Attn: Gigi Remington		
City:	Pleasanton		
State/Country:	CALIFORNIA		
Postal Code:	94588		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2262455	C.A.R.D.	
Registration Number:	2290878	C.A.R.D.	
Registration Number:	4584329	F8	
Registration Number:	2478119	HAGGEN	
Registration Number:	3519493	HAGGEN SINCE 1933	
Registration Number:	4540453	LET FATE TEMPT YOU	
Registration Number:	4227151	NORTHWEST FRESH	
CORRESPONDENCE DATA			
Fax Number:	2083954656		
<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:	925-226-5374		
Email:	Marjorie.Dugdale@Albertsons.com		
Correspondent Name:	Safeway Inc.		
Address Line 1:	11555 Dublin Canyon Rd		
Address Line 2:	Attn: Gigi Remington		
Address Line 4:	Pleasanton, CALIFORNIA 94588		
NAME OF SUBMITTER:	Gigi Remington		
SIGNATURE:	/gigi remington/		

CH \$190.00 2262455

DATE SIGNED:

07/05/2016

Total Attachments: 10

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“IP Assignment”), dated as of June 2, 2016, is made by and among Haggen Opco North, LLC, a Delaware limited liability company (“Opco North”), Haggen, Inc., a Washington corporation (“Haggen Inc.”), and Haggen Operations Holdings, LLC, a Delaware limited liability company (“HOH”, and together with Opco North and Haggen, Inc., each, a “Seller”, and together, “Sellers”), on the one hand, and Safeway, Inc., a Delaware corporation (“Buyer”), on the other hand, pursuant to the terms of the Asset Purchase Agreement by and between Sellers and Albertson’s LLC, a Delaware limited liability company (“Albertson’s”), dated as of March 25, 2016, as amended (the “Asset Purchase Agreement”). Each term which is capitalized, but not defined, in this IP Assignment shall have the meaning ascribed to such term in the Asset Purchase Agreement.

WHEREAS, under the terms of the Asset Purchase Agreement, each Seller has agreed to sell, assign, assume and assign, transfer, convey and deliver to Albertson’s, among other assets, all intellectual property of Sellers, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office (“USPTO”), the United States Copyright Office (“USCO”), the Washington Secretary of State, the Oregon Secretary of State, or in any similar office or agency.

WHEREAS, Albertson’s has assigned certain of its rights and obligations under the Asset Purchase Agreement, including the rights to purchase certain assets of Seller, to Buyer, an Affiliate of Albertson’s.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Seller hereby sells, assigns, assumes and assigns, transfers, conveys and delivers to Buyer all of such Seller’s right, title and interest in, to, and under the following (the “Assigned IP”):

(a) all of each Seller’s patents and patent applications, including but not limited to those set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the “Patents”);

(b) all of each Seller’s trademark registrations and applications, including but not limited to those set forth on Schedule 2 hereto and all issuances, extensions and renewals thereof (the “Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to any United States intent-to-use trademark applications set forth on Schedule 2 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of such Seller’s business,

or portion of the business to which the trademark pertains, and that business is ongoing and existing;

(c) all of each Seller's copyright registrations and applications for registration including but not limited to those set forth on Schedule 3 hereto and all issuances, extensions and renewals thereof (the "Copyrights");

(d) all of each Seller's Internet domain names, including but not limited to those set forth on Schedule 4 (the "Domain Names");

(e) all rights of any kind whatsoever of each Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(f) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(g) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Each Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the USPTO, and the Register of Copyrights in the USCO, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's request, each Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of each Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment 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 IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

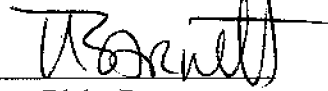
6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Seller has duly executed and delivered this IP Assignment as of the date first above written.

SELLERS:

HAGGEN OPERATIONS HOLDINGS, LLC

By: 

Name: Blake Barnett

Title: Chief Financial Officer

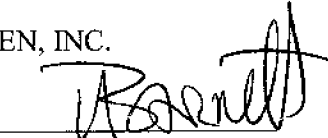
HAGGEN OPCO NORTH, LLC

By: 

Name: Blake Barnett

Title: Chief Financial Officer

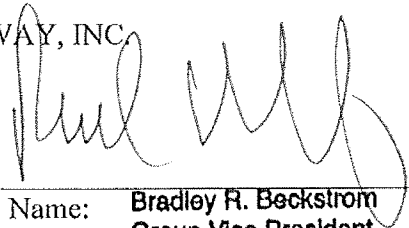
HAGGEN, INC.

By: 

Name: Blake Barnett

Title: Chief Financial Officer

IN WITNESS WHEREOF, the Buyer has duly executed and delivered this IP Assignment as of the date first above written.


SAFEWAY, INC.

By: _____
Name: **Bradley R. Beckstrom**
Title: **Group Vice President
Real Estate & Business Law**

SCHEDULE 1

PATENTS

None.

SCHEDULE 2
TRADEMARKS

FEDERAL		
MARK	REG. NUMBER	RECORD OWNER
C.A.R.D.	2262455	Haggen, Inc.
C.A.R.D.	2290878	Haggen, Inc.
F8	4584329	Haggen, Inc.
HAGGEN	2478119	Haggen, Inc.
	3519493	Haggen, Inc.
LET FATE TEMPT YOU	4540453	Haggen, Inc.
NORTHWEST FRESH	4227151	Haggen, Inc.
STATE		
OREGON		
MARKET STREET CAFÉ	35720	Haggen, Inc.
MARKET STREET CATERING	35721	Haggen, Inc.
SPLASH	40519	Haggen, Inc.
Design (SPLASH otter character)	40518	Haggen, Inc.
WHERE YOUR BEST MEALS BEGIN	39367	Haggen, Inc.
BELLA TERRA	38822	Haggen, Inc.
WASHINGTON		
MARKET STREET CAFÉ	30405	Haggen, Inc.
MARKET STREET CATERING	30404	Haggen, Inc.
SPLASH	52766	Haggen, Inc.
SPLASH	52765	Haggen, Inc.
TOP	52369	Haggen, Inc.
TOP FOOD & DRUG CONNECTION	52885	Haggen, Inc.
TOP FOODS	13360	Haggen, Inc.

WHERE YOUR BEST MEALS BEGIN	51030	Haggen, Inc.
COMMON LAW TRADEMARKS		
None.		

SCHEDULE 3
COPYRIGHTS

None.

SCHEDULE 4

DOMAIN NAMES

DOMAIN NAME	RELEVANT SELLER
haggen.club	Haggen, Inc.
northwestfresh.club	Haggen, Inc.
grandmahaggen.com	Haggen, Inc.
grandmahaggens.com	Haggen, Inc.
haggen.org	Haggen, Inc.
briardevelopment.com	Haggen, Inc.
haggen.com	Haggen, Inc.
haggen.net	Haggen, Inc.
haggens.com	Haggen, Inc.
marketstreetcatering.com	Haggen, Inc.
top-foods.com	Haggen, Inc.
northwestfresh.com	Haggen, Inc.
top-foods.net	Haggen, Inc.