

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM405232

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Affiliated Foods Midwest Cooperative, Inc.		10/20/2016	Corporation: NEBRASKA
RECEIVING PARTY DATA			
Name:	Associated Wholesale Grocers, Inc.		
Street Address:	5000 Kansas Avenue		
City:	Kansas City		
State/Country:	KANSAS		
Postal Code:	66106		
Entity Type:	Corporation: KANSAS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3654013	A	
Registration Number:	3890997	BRANDARC AFFILIATED RETAIL CONCEPTS	
Serial Number:	87057434	PRESTO!	
Serial Number:	86852735	U ALL ABOUT YOU {YOUR HEALTH · YOUR HOME	
CORRESPONDENCE DATA			
Fax Number:	4023909005		
<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:	4023909500		
Email:	ip@koleyjessen.com		
Correspondent Name:	Roberta L. Christensen		
Address Line 1:	1125 S 103rd Street		
Address Line 2:	One Pacific Place, Suite 800		
Address Line 4:	Omaha, NEBRASKA 68124		
NAME OF SUBMITTER:	Roberta L. Christensen		
SIGNATURE:	/rlc/		
DATE SIGNED:	11/11/2016		
Total Attachments: 5			
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ASSIGNMENT AND ASSUMPTION AGREEMENT
(Trade Rights)

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") is made as of the 23rd day of October, 2016 by and between **AFFILIATED FOODS MIDWEST COOPERATIVE, INC.**, a Nebraska corporation ("**Seller**") and **ASSOCIATED WHOLESALE GROCERS, INC.**, a Kansas corporation ("**Buyer**").

RECITALS:

The following recitals are a material part of this Assignment.

A. Seller and Buyer are party to that certain Asset Purchase Agreement dated July 27, 2016 (the "**APA**"). Capitalized terms used herein and not otherwise defined herein shall have the meaning given to them in the APA.

B. The APA provides for, among other things, the sale by Seller and the purchase by Buyer of all of Seller's right, title and interest in and to the Trade Rights principally used in the Business, including, without limitation, those described on **Exhibit "A"** attached hereto ("**Assumed Trade Rights**").

AGREEMENT:

NOW, THEREFORE, for and in consideration of the agreements and covenants contained in the APA, and the agreements and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Seller hereby assigns to Buyer, its successors and assigns, forever, all of Seller's right, title and interest in and to, and the obligations under the Assumed Trade Rights that accrue on and after the date hereof.

2. Buyer hereby accepts the assignment set forth in Paragraph 1 hereto and expressly assumes and agrees to pay, perform and otherwise discharge when due the Assumed Liabilities associated with the Assumed Trade Rights on and after the date hereof.

3. This Assignment is intended to implement the provisions of the APA and shall not be construed to alter, extend or limit the rights or obligations of Seller or Buyer thereunder. All representations, warranties, covenants, agreements and indemnities contained in the APA shall survive the execution and delivery of this Assignment and shall continue in full force and effect as provided in the APA.

4. This Assignment shall be governed and construed in accordance with the laws of the State of Kansas without regard to its rules of conflicts of laws.

5. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument, binding on the parties hereto. This Assignment may be delivered by the electronic exchange, receipt confirmed, of executed signature pages (e.g., by fax transmission or email), and any printed or copies version of any executed signature page so delivered shall have the same force and effect as an originally executed version of such signature page.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first set forth above.

SELLER:

**AFFILIATED FOODS MIDWEST
COOPERATIVE, INC.**, a Nebraska corporation

By: *Martin Arter*
Martin Arter, President
and Chief Executive Officer

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

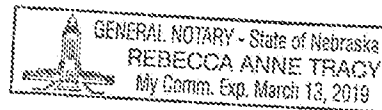
On this 20 day of October, 2016, before me appeared Martin Arter, to me personally known, who, being by me duly sworn, did say that he is the President and Chief Executive Officer of **AFFILIATED FOODS MIDWEST COOPERATIVE, INC.**, a Nebraska corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Rebecca Anne Tracy
Notary Public

My appointment expires:

March 13, 2019



BUYER:

**ASSOCIATED WHOLESALE GROCERS,
INC.**, a Kansas corporation

By: 
David E. Smith, President
and Chief Executive Officer

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 21st day of October, 2016, before me appeared David E. Smith, to me personally known, who, being by me duly sworn, did say that he is the President and Chief Executive Officer of **ASSOCIATED WHOLESALE GROCERS, INC.**, a Kansas corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.


Notary Public

My appointment expires:
March 13, 2019

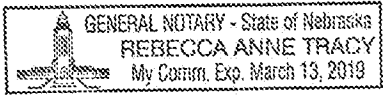





Exhibit "A"

Assumed Trade Rights

Federal Registrations:

Mark	Registration No.	Owner
	3,654,013	Affiliated Foods Midwest Cooperative, Inc.
	3,890,997	Affiliated Foods Midwest Cooperative, Inc.

Federal Applications:

Mark	Serial No.	Registration No.	Owner
PRESTO!	87/057,434		Affiliated Foods Midwest Cooperative, Inc.
	86/852,735		Affiliated Foods Midwest Cooperative, Inc.

State Registrations:

State / Country	Mark	Registration No.	Owner

Iowa		IA 455781	Affiliated Foods Midwest Cooperative, Inc.
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Domain Names:

Domain Names
afmidwest.com
afmidwest.net
afmidwest.org
afmidwest.xxx
afmidwestoe.com
afmstores.com
afmcoop.com
afmconnect.com
afmpresto.com
afmshurfine.com
afmiga.com
afmbasic.com
afmgrocers.com