

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM419956

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Renwood Andronico Lending 1, LLC, dba Andronico's Community Markets		03/01/2017	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Safeway Inc.		
Street Address:	11155 Dublin Canyon Rd		
City:	Pleasanton		
State/Country:	CALIFORNIA		
Postal Code:	94588		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3390914	ANDRONICO'S MARKET	
Registration Number:	4707789	ANDRONICO'S	
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:	9252265374		
Email:	LegalIP@Albertsons.com		
Correspondent Name:	Gigi Remington		
Address Line 1:	11155 Dublin Canyon Rd		
Address Line 2:	Legal Department		
Address Line 4:	Pleasanton, CALIFORNIA 94588		
NAME OF SUBMITTER:	Marjorie I. Dugdale		
SIGNATURE:	/Marjorie I. Dugdale/		
DATE SIGNED:	03/16/2017		
Total Attachments: 6			
source=Andronico-SWY Trademark Assignment - Executed - 03012017#page1.tif			
source=Andronico-SWY Trademark Assignment - Executed - 03012017#page2.tif			

CH \$65.00 3390914

source=Andronico-SWY Trademark Assignment - Executed - 03012017#page3.tif

source=Andronico-SWY Trademark Assignment - Executed - 03012017#page4.tif

source=Andronico-SWY Trademark Assignment - Executed - 03012017#page5.tif

source=Andronico-SWY Trademark Assignment - Executed - 03012017#page6.tif

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made and entered into as of March 1, 2017, with an effective date of January 30, 2017 (the "Effective Date"), by and between **RENWOOD ANDRONICO LENDING 1, LLC, D/B/A ANDRONICO'S COMMUNITY MARKETS**, a Delaware limited liability company ("Assignor") and **SAFEWAY INC.**, a Delaware corporation ("Assignee"). Defined terms not specifically defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement, dated as of September 30, 2017, as amended from time to time (the "Purchase Agreement"), by and between the Assignor and Assignee.

WHEREAS, Assignor is the owner of the entire right, title and interest in, to, and under certain Registered Service Marks and Trade Name Registrations listed on Exhibit A to this Assignment (the "Marks");

WHEREAS, pursuant to Section 2.1(k) of the Purchase Agreement, Assignor has agreed to assign to Assignee, and Assignee wishes to acquire, the Seller Intellectual Property (as defined in the Purchase Agreement) including the Marks; and

WHEREAS, to effect the transfer of the Marks as contemplated in the Purchase Agreement, Assignor and Assignee desire to enter into this Assignment.

NOW, THEREFORE, in consideration of the mutual promises of the parties, and for good and valuable consideration (including the promises and covenants set forth in the Purchase Agreement), the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor does hereby sell, assign, transfer, convey and deliver to Assignee, all right, title, and interest of Assignor in and to the Marks, together with the goodwill of the business in connection with which the Marks are used, and all registrations, applications, renewals, and extensions of the foregoing, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, together with all income, royalties, damages, or payments due or payable as of the Effective Date or thereafter related to any of the foregoing, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Marks, with the right to sue for and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

2. Recordation. Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as owner of the Marks and issue any and all registrations issued thereon to Assignee, as assignee of the entire right, title, and interest in, to, and under the same, for the sole use and enjoyment of Assignee and its successors, assigns, or other legal representatives.

3. Conflicts. Notwithstanding any other provisions of this Assignment to the contrary, Assignor acknowledges and agrees that the representations, warranties, covenants,

agreements, conditions, indemnities, rights and remedies contained in the Purchase Agreement, including, without limitation, Assignor's right to use the name "Andronico's" as set forth in Section 2.1(k) of the Purchase Agreement, shall not be superseded, modified, replaced, amended, changed, rescinded, or in any way affected hereby, but shall remain in full force and effect to the full extent provided in the Purchase Agreement. This Assignment is subject to and controlled by the terms of the Purchase Agreement, and 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 govern.

4. Further Actions. Assignor shall provide Assignee, its successors, assigns, or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney, or other documentation) as may be reasonably required in the implementation or perfection of this Assignment and in the preparation and prosecution of any application for registration or renewal of a registration covering the Marks.

5. Governing Law. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of laws that would require the application of the laws of any other jurisdiction.

6. Notices. All notices and other communications hereunder shall be given as provided in the Purchase Agreement.

7. Amendment. Any term of this Assignment may be amended, modified, rescinded, canceled or waived, in whole or in part, only by a written instrument signed by each of the parties' authorized representatives or their respective permitted successors and assigns. Any amendment or waiver effected in accordance with this Section 7 shall be binding upon the parties and their respective successors and assigns.

8. Counterparts. This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Assignment has been executed to be effective as of the Effective Date.

[ASSGNEE]

SAFEWAY INC.

By: 

Name: Thomas L. Hanavan

Title: Vice President

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Alameda

On March 1, 2017 before me, Angela Parliament
(insert name and title of the officer)

personally appeared Thomas L. Hanavan,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)

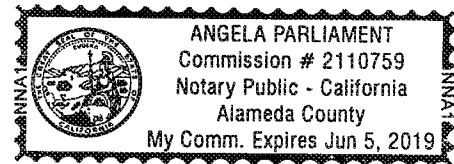


Exhibit A
Assigned Trademarks

Registered Service Mark

Mark (Profile Name)	Reg. Owner	Country	Serial No.	Reg. No.	Reg. Date
ANDRONICO'S	Renwood Andronico Lending 1, LLC	USA	86351579	4707789	March 24, 2015
ANDRONICO'S MARKET	Renwood Andronico Lending 1, LLC	USA	77091199	3390914	March 4, 2008

Trade Name Registrations

- Andronico's Community Markets (San Francisco County)