

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM439326

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SVT, LLC		08/03/2017	Limited Liability Company: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Indiana Grocery Group, LLC		
<b>Street Address:</b>	2244 45th Street		
<b>City:</b>	Highland		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	46322		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2847938	PAYLOW	
<b>Registration Number:</b>	1758908	ULTRA FOODS	
<b>Registration Number:</b>	1288324	ULTRA WAREHOUSE FOODS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2156890827		
<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>			
<b>Phone:</b>	215-979-1255		
<b>Email:</b>	swapicelli@duanemorris.com		
<b>Correspondent Name:</b>	Samuel W. Apicelli		
<b>Address Line 1:</b>	30 South 17th Street		
<b>Address Line 2:</b>	Duane Morris LLP		
<b>Address Line 4:</b>	PHILADELPHIA, PENNSYLVANIA 19103-4196		
<b>ATTORNEY DOCKET NUMBER:</b>	G6018-00002		
<b>NAME OF SUBMITTER:</b>	Samuel W. Apicelli		
<b>SIGNATURE:</b>	/Samuel W. Apicelli/		
<b>DATE SIGNED:</b>	08/15/2017		
<b>Total Attachments: 22</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "*Agreement*") is made as of August 3, 2017, by and among Strack and Van Til Super Market, Inc., an Indiana corporation ("*SVTSM*"), SVT, LLC, an Indiana limited liability company ("*SVT*"), Raceway Central, LLC, an Illinois limited liability company ("*Raceway*"), and Currency Express, Inc., an Indiana corporation ("*Currency Express*", and together with SVTSM, SVT and Raceway, "*Assignors*"), on the one hand, and Indiana Grocery Group, LLC, a Delaware limited liability company ("*Assignee*"), on the other hand. Each of SVTSM, SVT, Raceway and Currency Express will hereafter be referred to, individually, as an "*Assignor*" and, collectively, as "*Assignors*". Assignors and Assignee will hereinafter be referred to as the "*Parties*".

## RECITALS

A. Assignors and Assignee are parties to that certain Asset Purchase Agreement dated as of July 14, 2017 by and among the Sellers listed on Schedule A thereto and Assignee (the "*Purchase Agreement*"). All capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Purchase Agreement.

B. Pursuant to the Purchase Agreement, each Assignor has agreed to sell, transfer and assign to Assignee all of such Assignor's respective right, title and interest in and to: (a) the Domain Names and (b) the Trademarks (whether or not registered) listed on Schedule I attached hereto (collectively, "*Assigned Trademarks*").

C. Assignee and Assignors desire to enter into this Agreement to effectuate the transfer of the Assigned Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereby agree as follows:

1. Assignment. Each Assignor does hereby irrevocably and unconditionally grant, sell, assign, transfer, convey and deliver to Assignee and its successors and assigns, all of such Assignor's right, title, and interest in and to all (i) Assigned Trademarks, including all goodwill and common law rights therein, (ii) all income, royalties, damages, payments and other proceeds now and hereafter due or payable with respect thereto, including under all licenses, sublicenses, covenants not to sue, co-existence and similar agreements entered into in connection therewith, and (iii) all causes of action arising prior to or after the date hereof, damages and payments for past, present or future infringements, unfair competition, dilutions, misappropriations, or violations thereof.

2. Cooperation. Each Assignor agrees to (i) perform all acts deemed necessary by Assignee to permit and assist Assignee in perfecting and enforcing the full benefits, rights, title and interest throughout the world in the Assigned Trademarks, and the intellectual property rights therein assigned to Assignee hereunder, and (ii) execute and deliver such other documents and to take in a timely manner all such other actions which the Assignee, its successors and assigns may request to effect the terms of this Agreement and correlative provisions of the Purchase Agreement, including without limitation, preparing and transmitting the necessary documents and instructions to the registrars for each of the domain names included in the Assigned Trademarks, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be required to effect the terms of this Agreement and correlative provisions of the Purchase Agreement and its recordation or filing with any applicable Governmental Authority.

3. Conflicts. Notwithstanding any other provisions of this Agreement to the contrary, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, limit, diminish, waive or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies and any of the obligations of Assignee or Assignors under the Purchase Agreement. This Agreement is subject to and controlled by the terms of the Purchase Agreement.

4. Entire Agreement. This Agreement, together with the Purchase Agreement and all other documents, agreements and certificates contemplated to be delivered at the closing thereof, contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters. Any provision of this Agreement may be amended if, and only if, such amendment is in writing and signed by Assignors and Assignee.

5. Binding Agreement. This Agreement binds and benefits the parties and their respective permitted successors and assigns. No Party may assign any of its rights or delegate any of its obligations under this Agreement without the written consent of the other Parties, which consent may be withheld in such party's sole and absolute discretion. Any assignment or attempted assignment in violation of the foregoing shall be null and void.

6. Governing Law. The laws of the State of New York (without reference to its principles of conflicts of law) shall govern this Agreement.

7. Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons, entities or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

8. Counterparts. This Agreement may be executed in one or more facsimile or PDF counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement.

9. Headings. The heading references herein are for convenience purposes only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof.

*[Remainder of Page Intentionally Left Blank.]*

IN WITNESS WHEREOF, each Assignor has caused this Agreement to be executed and delivered as of the date first above written.

ASSIGNOR:

STRACK AND VAN TIL SUPER MARKET,  
INC.

By:

Name:   
Donald Harer

Title Chief Restructuring Officer

ASSIGNOR:

SVT, LLC

By:

Name:   
Donald Harer

Title Chief Restructuring Officer

ASSIGNOR:

Raceway Central, LLC

By:


Name:   
Donald Harer

Title Chief Restructuring Officer

ASSIGNOR:

Currency Express, Inc.

By:

Name:   
Donald Harer

Title Chief Restructuring Officer

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

**TRADEMARK**  
**REEL: 006130 FRAME: 0145**

Accepted and acknowledged:

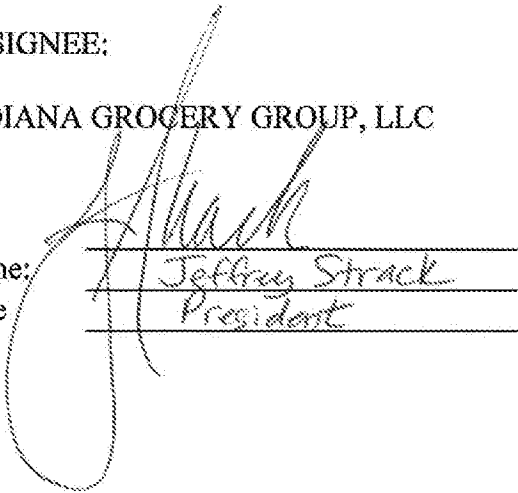
ASSIGNEE:

INDIANA GROCERY GROUP, LLC

By:

Name:

Title



\_\_\_\_\_  
Jeffrey Strack  
\_\_\_\_\_  
President  
\_\_\_\_\_

SCHEDULE I

**Registered Domain Names**



<b>Domain Name</b>	<b>Registrant/Organization</b>	<b>Registrar</b>	<b>Expiration Date</b>
Strackandvantil.com	Richard Weber/Strack & Van Til	GoDaddy.com, LLC	2/11/2018
Town-country-market.com	Richard Weber/Strack & Van Til	GoDaddy.com, LLC	2/11/2018
indiana-made.com	Richard Weber/Strack & Van Til	GoDaddy.com, LLC	8/2/2021
indiana-made.info	Richard Weber/Strack & Van Til	GoDaddy.com, LLC	8/2/2021
indiana-made.net	Richard Weber/Strack & Van Til	GoDaddy.com, LLC	8/2/2021
indiana-made.org	Richard Weber/Strack & Van Til	GoDaddy.com, LLC	8/2/2021
indiana-made.us	Richard Weber/Strack & Van Til	GoDaddy.com, LLC	8/1/2021
strackandvantil.biz	Richard Weber/Strack & Van Til	GoDaddy.com, LLC	11/4/2020
strackandvantil.com	Richard Weber/Strack & Van Til	GoDaddy.com, LLC	2/11/2018
strackandvantil.net	Richard Weber/Strack & Van Til	GoDaddy.com, LLC	11/5/2020
strackandvantil.org	Richard Weber/Strack & Van Til	GoDaddy.com, LLC	11/5/2020
s-vt.com	Richard Weber/Strack & Van Til	GoDaddy.com, LLC	8/13/2024

svtalerts.com	Richard Weber/Strack & Van Til	GoDaddy.com, LLC	1/16/2019
svtalerts.net	Richard Weber/Strack & Van Til	GoDaddy.com, LLC	1/16/2019
svtcharitygolf.com	Richard Weber/Strack & Van Til	GoDaddy.com, LLC	4/1/2019
svteveryday.com	Richard Weber/Strack & Van Til	GoDaddy.com, LLC	3/31/2018
svtgroceries.com	Richard Weber/Strack & Van Til	GoDaddy.com, LLC	4/12/2018
svtjoy.com	Richard Weber/Strack & Van Til	GoDaddy.com, LLC	11/10/2025
thesvtdifference.com	Richard Weber/Strack & Van Til	GoDaddy.com, LLC	3/31/2018
town-country-market.biz	Richard Weber/Strack & Van Til	GoDaddy.com, LLC	11/4/2020
town-country-market.com	Richard Weber/Strack & Van Til	GoDaddy.com, LLC	2/11/2018
town-country-market.net	Richard Weber/Strack & Van Til	GoDaddy.com, LLC	11/5/2020
town-country-market.org	Richard Weber/Strack & Van Til	GoDaddy.com, LLC	11/5/2020
ultra-foods.biz	Richard Weber/Strack & Van Til	GoDaddy.com, LLC	11/4/2020
ultra-foods.com	Richard Weber/Strack & Van Til	GoDaddy.com, LLC	2/11/2018



ultrafoods.net	Richard Weber/Strack & Van Til	GoDaddy.com, LLC	11/5/2020
ultra-foods.net	Richard Weber/Strack & Van Til	GoDaddy.com, LLC	11/5/2020
ultra-foods.org	Richard Weber/Strack & Van Til	GoDaddy.com, LLC	11/5/2020

### Registered Trademarks

Trademark	Country (State)	Status	Application Number	Application Date	Registration Number	Registration Date	Owner
PAYLOW	United States	Registered	76200279	1/26/2001	2847938	6/1/2004	SVT, LLC
ULTRA FOODS	United States	Registered	74214838	10/23/1991	1758908	3/16/1993	SVT, LLC
ULTRA WAREHOUSE FOODS	United States	Registered	73384545	9/10/1982	1288324	7/31/1984	SVT, LLC
ULTRA FOODS	(Illinois)	Registered			82351	7/14/1998	SVT, LLC
	(Indiana)	Registered			50100942	9/18/1991	SVT, LLC
ULTRA WAREHOUSE FOODS	(Indiana)	Registered			50094073	8/10/1981	SVT, LLC
KEY VALUE	(Indiana)	Registered			50090915	5/24/1976	SVT, LLC
	United States	Pending	87078530	6/21/2016			Strack & Van Til Supermarket, Inc.

### Material Trademarks that are not Registered

#### Mark/Name

1. Strack & Van Til
2. Strack and Van Til
3. Strack & Van Til Food Market
4. Town & Country
5. Town & County Fresh Food Market The Freshest Way to Save
6. Ultra Fresh Foods
7. Currency Express

#### Owner

Strack & Van Til Super Market, Inc.  
 Strack & Van Til Super Market, Inc.  
 Strack & Van Til Super Market, Inc.  
 Strack & Van Til Super Market, Inc.  
 Strack & Van Til Super Market, Inc.  
 Strack & Van Til Super Market, Inc.  
 Strack & Van Til Super Market, Inc.

*See attached as Exhibit A Business Intellectual Property logos that are not Registered.*

**EXHIBIT A**

**Business Intellectual Property Logos that are not Registered**

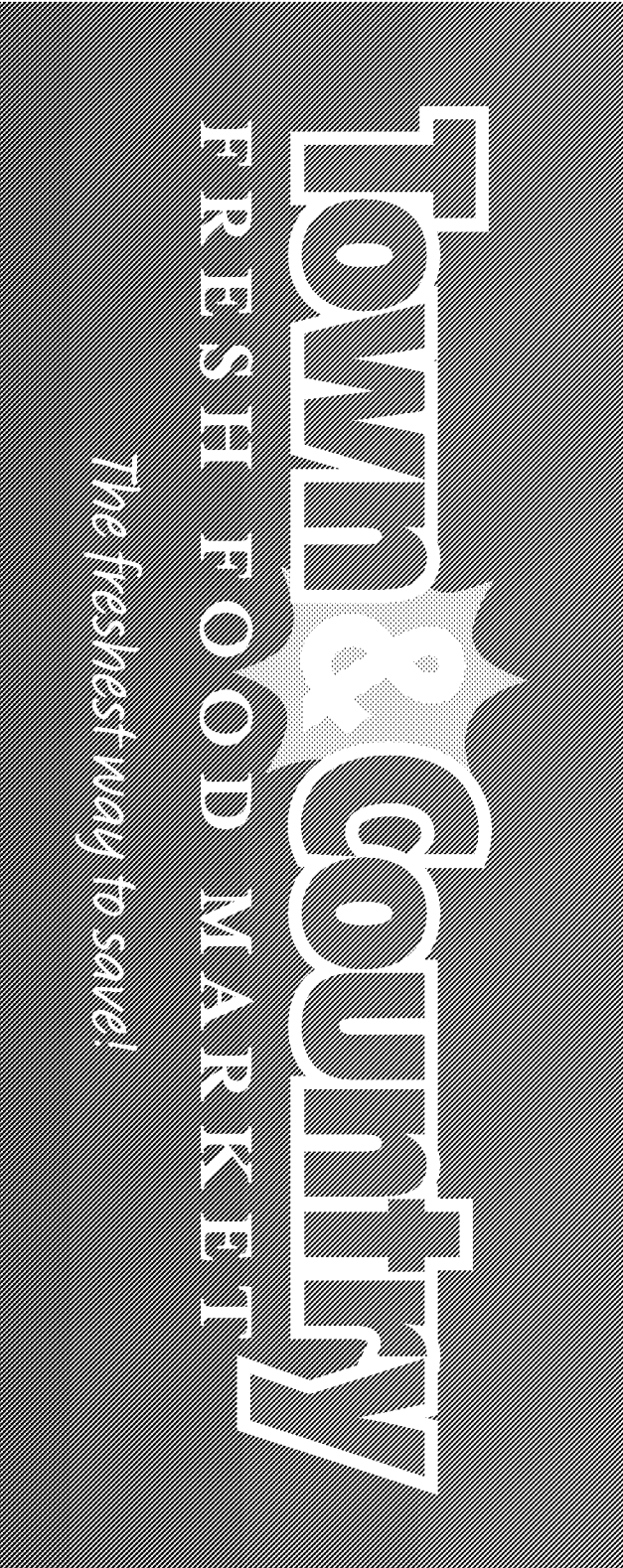
# Town & Country

FRESH FOOD MARKET

*The freshest way to save!*







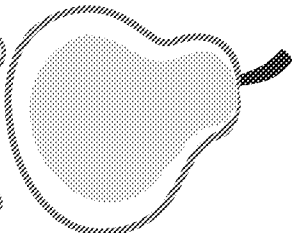
# TOWN & COUNTRY

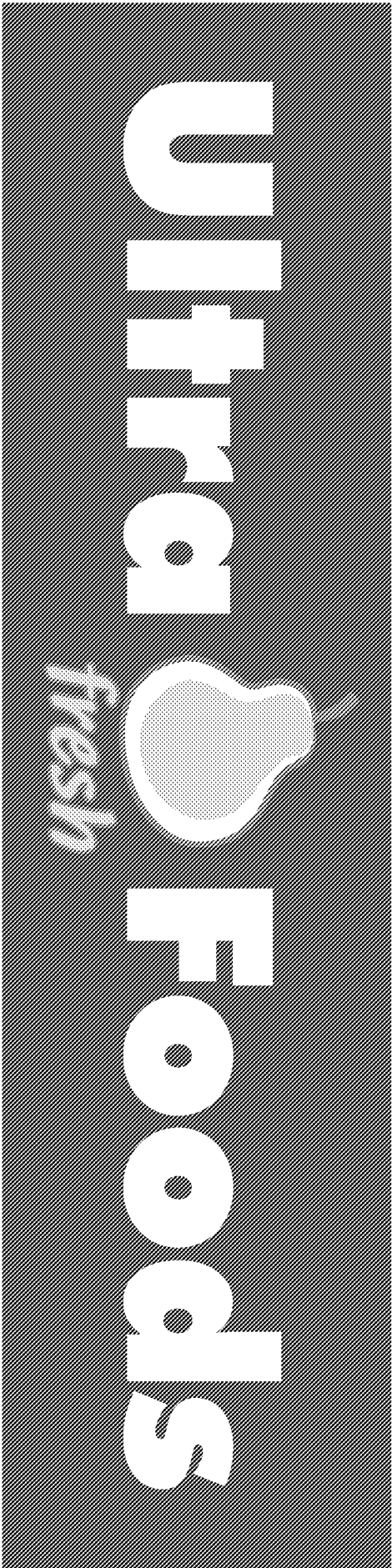
FRESH FOOD MARKET

*The freshest way to save!*

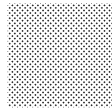




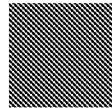
**Ultra**  
  
*fresh*  
**Foods**



# Ultra Foods



PMS 166c

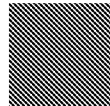


PMS 356c

**Ultra Foods**



C = 0  
M = 14  
Y = 100  
K = 0



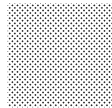
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M = 4  
Y = 100  
K = 25

**TRADEMARK**  
**REEL: 006130 FRAME: 0161**

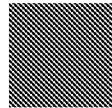


# Ultra Foods

*the freshest way to save*



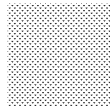
PMS 166c



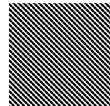
PMS 356c

# Ultra Foods

*the freshest way to save*



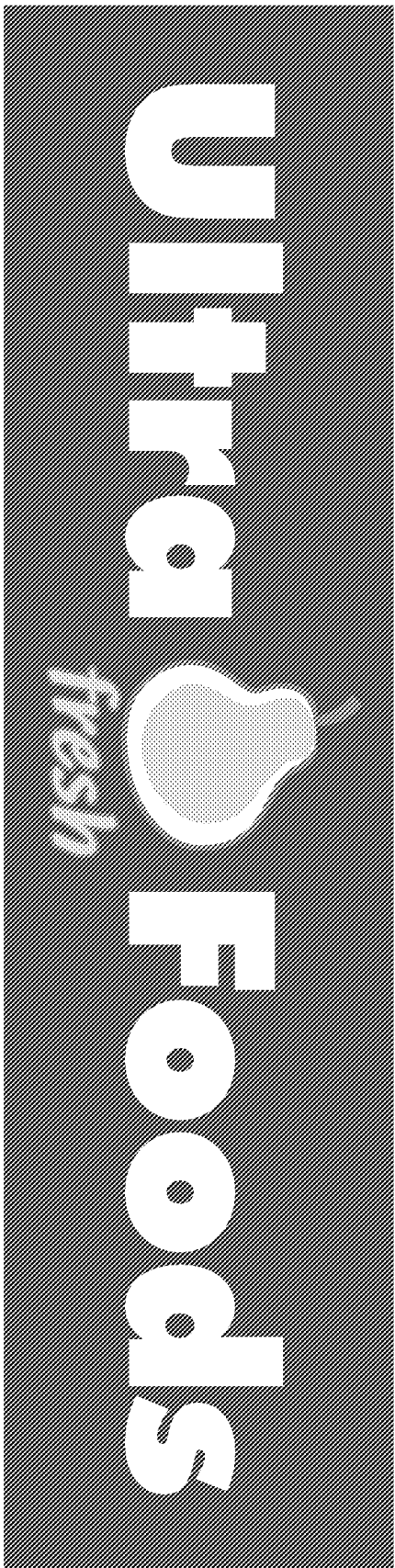
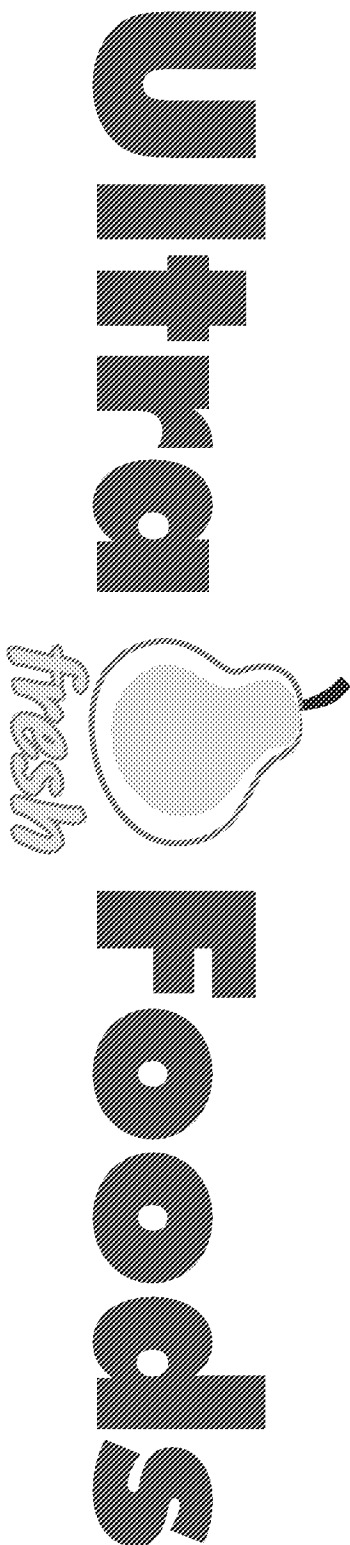
C = 0  
M = 14  
Y = 100  
K = 0



C = 91  
M = 4  
Y = 100  
K = 25

NEW ULTRA FRESH FOODS LOGO

- PMS 356
- PMS 603
- PMS 361
- PMS 476



TRADEMARK

REEL: 006130 FRAME: 0164

RECORDED: 08/15/2017