

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM470503

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.		04/10/2018	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	Save Mart Supermarkets		
Street Address:	1800 Standiford Avenue		
City:	Modesto		
State/Country:	CALIFORNIA		
Postal Code:	95350		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4049313	WOODSON & JAMES	
Registration Number:	4779754	GREAT ATLANTIC SEAFOOD MARKET	
Registration Number:	4784101	GREAT ATLANTIC SEAFOOD MARKET	
Registration Number:	4368750	HARTFORD RESERVE	
Registration Number:	4444311	HARTFORD RESERVE DELI	
Registration Number:	4411351	HOME BASICS	
Registration Number:	4460861	MID ATLANTIC COUNTRY FARMS	
Registration Number:	2643503	BEYOND THE BEST	
Registration Number:	2680997	EXPRESS YOURSELF	
Registration Number:	4744791	RX4PAWS	
Registration Number:	3655878	PREFERRED PET	
Registration Number:	4220535	SIERRA RANCH	
CORRESPONDENCE DATA			
Fax Number:	4154343947		
<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:	415 774 2953		
Email:	mkahn@sheppardmullin.com		
Correspondent Name:	Michelle D. Kahn, Sheppard Mullin		

CH \$315.00 4049313

Address Line 1: Four Embarcadero Center, 17th Floor
Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER: 49DL-

NAME OF SUBMITTER: Michelle D. Kahn

SIGNATURE: /MDK/

DATE SIGNED: 04/19/2018

Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), dated as of April 10, 2018, is entered into by and between The Great Atlantic & Pacific Tea Company, Inc., a Maryland corporation ("Assignor") and Save Mart Supermarkets, a California corporation ("Assignee").

WHEREAS, Assignee has submitted a binding offer in the form of the Bid Submission Form, dated March 29, 2018 ("Bid Submission") (capitalized terms used but not otherwise defined herein have the meanings given to such terms in the Bid Submission) and Assignor has notified Assignee that Assignee has submitted the winning bid;

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"); and

WHEREAS, pursuant to the Bid Submission, 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, claims or encumbrances.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein and in the Bid Submission, 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, claims or encumbrances, 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 Bid Submission. This Assignment shall not replace, substitute, expand or extinguish any obligation or provision of the Bid Submission. In the event of any conflict or inconsistency between the terms of the Bid Submission and the terms hereof, the terms of the Bid Submission shall control.


* * * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the date first written above.


ASSIGNOR:

THE GREAT ATLANTIC & PACIFIC TEA
COMPANY, INC.

By: 
Name: Dawn DeVito
Its: VP-Administration

STATE OF NS)
COUNTY OF Bergen) ss:

On the 13 day of April in the year 2018 before me, the undersigned, a notary public in and for said state, personally appeared Dawn DeVito, proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of whom the individual acted, executed the instrument.


Notary Public



Signature Page to Domain Name Assignment

TRADEMARK
REEL: 006343 FRAME: 0830

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 Stanislaus

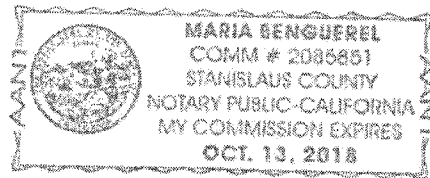
On 4.10.2018 before me, Maria Benquerel, notary public
(insert name and title of the officer)

personally appeared David Young
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 [Handwritten Signature] (Seal)



SCHEDULE A

MARKS

<u>Trademark</u>	<u>Reg. No.</u>	<u>Serial No.</u>
WOODSON & JAMES	4049313	85/297411
GREAT ATLANTIC SEAFOOD MARKET	4779754	85/709631
GREAT ATLANTIC SEAFOOD MARKET & Design	4784101	86/001752
HARTFORD RESERVE	4368750	77/408926
HARTFORD RESERVE DELI	4444311	85/426927
HOME BASICS	4411351	77/959095
MID ATLANTIC COUNTRY FARMS & Design	4460861	85/609598
BEYOND THE BEST	2643503	75/861646
EXPRESS YOURSELF	2680997	76/406160
RX4PAWS	4744791	86/209349
PREFERRED PET	3655878	77/977324
SIERRA RANCH	4220535	85/394699