

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM498795

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Super Store Industries		02/28/2018	Partnership: CALIFORNIA
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: 2			
Property Type	Number	Word Mark	
Registration Number:	2007268	SUNNY SELECT	
Registration Number:	1997211	SUNNY SELECT	
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>			
Email:	mkahn@sheppardmullin.com		
Correspondent Name:	Michelle D. Kahn, Sheppard Mullin		
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:	11/19/2018		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement"), is dated as of February 28, 2018 (the "Effective Date"), by and between Super Store Industries, a California general partnership ("Assignor"), and Save Mart Supermarkets, a California corporation ("Assignee").

RECITALS:

WHEREAS, Assignor owns certain common law and/or pending or registered trademarks specifically set forth on Schedule 1 to Exhibit A attached hereto (the "Trademarks");

WHEREAS, pursuant to the terms hereof, Assignor desires to assign and convey to Assignee, and Assignee desires to acquire from Assignor, all of Assignor's right, title, and interest in and to the Trademarks.

AGREEMENT:

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

1. Assignor hereby sells, assigns, transfers, and sets over to Assignee, its lawful successors and assigns, Assignor's entire right, title, and interest in and to the Trademarks, any other United States or foreign trademark application directed to the Trademarks, and all trademark rights of the United States and foreign trademark rights that may be granted thereon, and all rights to claim priority on the basis of any such applications, convention rights and other benefits accruing or to accrue with respect to the filing of trademark applications or the issuance of United States or foreign trademark rights with respect thereto, together, in each case, with (a) only that portion of the goodwill of the business relating solely to the use of and symbolized by the Trademarks, which business is ongoing and existing, (b) all divisions, continuations, continuations in part, reissues, reexaminations, extensions, renewals, substitutes, continuing applications and extensions thereof, and (c) all rights derived therefrom in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto.

2. Assignor hereby agrees to execute and deliver the Trademark Assignment attached hereto as Exhibit A (the "Trademark Assignment"). Assignor and Assignee agree that the Trademark Assignment may be provided to the U.S. Patent and Trademark Office and any other applicable governmental agency in order to record and reflect the assignment of the Trademarks contemplated hereby.

3. Assignor hereby further covenants and agrees that Assignor will, upon Assignee's reasonable request, execute and deliver all papers that may be necessary or desirable to perfect the title to the Trademarks in Assignee, its successors and assigns, execute all divisional, continuation, and reissue applications, make all rightful oaths to aid Assignee and its successors and assigns to obtain and enforce proper trademark protection for the Trademarks in the United States and any foreign country, it being understood that any expense incident to the taking of such actions and the execution of such papers shall be borne solely by Assignee and its successors and assigns.

4. Upon Assignee's reasonable request and at Assignee's sole cost and expense, Assignor will take all action and execute all documents necessary to perfect the interest assigned hereby, and Assignor will not execute any assignment, agreement, or other instrument in conflict with this Agreement.

5. Assignor hereby further transfers and assigns to Assignee all claims, causes of action, rights, and remedies enforceable by Assignor and arising under any of the Trademarks prior to or after the Effective Date, including but not limited to the right to recover for past infringements thereof.

6. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. This Agreement, including the schedules and exhibits hereto which are incorporated herein by this reference constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. This Agreement may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Agreement shall not waive any of its rights under such terms or provisions. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

7. This Agreement shall be governed by and construed in accordance with the laws of the United States of America ("Federal Law"), but if Federal Law does not provide a rule of decision it shall be governed by and construed in accordance with the law of the State of California (excluding any conflict of laws rule or principle under California law that might refer the governance or the construction of this Agreement to the law of another jurisdiction).

[SIGNATURES ARE ON THE FOLLOWING PAGE]

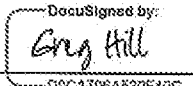
IN WITNESS WHEREOF, each party has executed this Agreement by its duly authorized representative as of the Effective Date.

"Assignee"

"Assignor"

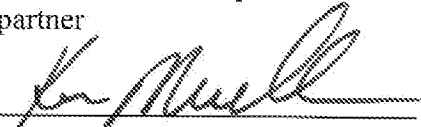
SAVE MART SUPERMARKETS, a California corporation

SUPER STORE INDUSTRIES, a California general partnership

Signed: 

By: RALEY'S, a California corporation, its general partner

Name: Greg Hill

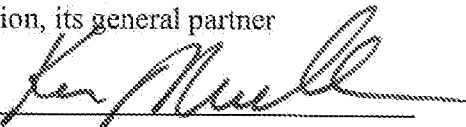
Signed: 

Title: CFO

Name: Ken Mueller

Title: CFO

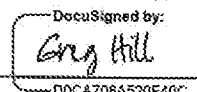
By: BEL AIR MART, a California corporation, its general partner

Signed: 

Name: Ken Mueller

Title: CFO

By: SAVE MART SUPERMARKETS, a California corporation, its general partner

Signed: 
Greg Hill

Name: _____

Title: CFO

Exhibit A

TRADEMARK ASSIGNMENT

Super Stores Industries, a California general partnership, having a place of business at 2800 West March Lane, Ste 210, Stockton, CA 95219 ("Assignor"), has used and is using the trademarks identified on Schedule 1 and is the owner of the trademark applications and registrations identified on Schedule 1 (the "Trademarks"), including that portion of the goodwill of the business relating solely to the use of and symbolized by the Trademarks, which business is ongoing and existing.

For good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby assigns to Save Mart Supermarkets, a California corporation ("Assignee"), the entire right, title and interest in and to the Trademarks, including that portion of the goodwill of the business relating solely to the use of and symbolized by the Trademarks, which business is ongoing and existing.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue trademarks on applications as described above, to issue all trademarks to Assignee, its successors and assigns, in accordance with the terms of this Agreement. In this regard, Assignor hereby appoints Assignee as its attorney in fact to execute and deliver such instruments as Assignee may deem appropriate to vest complete title in and to the Trademarks in Assignee. This appointment shall be deemed to be a power coupled with an interest, and as such, it is irrevocable.

Assignor further agrees, for itself, its successors and assigns, to execute such further documents and to perform such further lawful acts as may reasonably be requested by Assignee to effectuate this assignment.

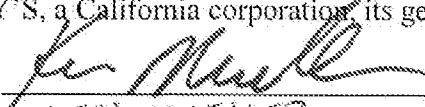
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Assignor has executed this Trademark Assignment as of this 28th day of February, 2018.

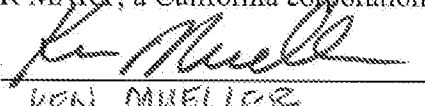
"Assignor"

SUPER STORE INDUSTRIES, a California general partnership

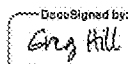
By: RALEY'S, a California corporation, its general partner

Signed: 
Name: KEN MUELLER
Title: CFO

By: BEL AIR MART, a California corporation, its general partner

Signed: 
Name: KEN MUELLER
Title: CFO

By: SAVE MART SUPERMARKETS, a California corporation, its general partner

Signed: 
Name: Greg Hill
Title: CFO

SCHEDULE 1

Trademarks

<u>Word Mark</u>	<u>Jurisdiction</u>	<u>Reg. No.</u>	<u>Serial No.</u>
SUNNY SELECT	United States	2,007,268	74800469
SUNNY SELECT	United States	1,997,211	74050580