

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM510324

<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>
Olean Wholesale Grocery Cooperative, Inc. a/k/a Olean Wholesale Grocery Co-Op., Inc.		02/14/2019	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Surry Licensing LLC		
<b>Street Address:</b>	7 Corporate Drive		
<b>City:</b>	Keene		
<b>State/Country:</b>	NEW HAMPSHIRE		
<b>Postal Code:</b>	03431		
<b>Entity Type:</b>	Limited Liability Company: NEW HAMPSHIRE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1021244	FOOD BARN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4052287305		
<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>	405-235-9621		
<b>Email:</b>	michael.labrie@mcafeetaft.com		
<b>Correspondent Name:</b>	McAfee & Taft, Michael J. LaBrie		
<b>Address Line 1:</b>	211 NORTH ROBINSON		
<b>Address Line 2:</b>	10th Floor - Two Leadership Square		
<b>Address Line 4:</b>	Oklahoma City, OKLAHOMA 73102-7103		
<b>NAME OF SUBMITTER:</b>	Michael J. LaBrie		
<b>SIGNATURE:</b>	/Michael J. LaBrie/		
<b>DATE SIGNED:</b>	02/15/2019		
<b>Total Attachments: 5</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Assignment"), dated as of February 14, 2019 (the "Effective Date"), is made by Olean Wholesale Grocery Cooperative, Inc., a New York cooperative corporation ("Assignor"), in favor of Surry Licensing LLC, a New Hampshire limited liability company ("Assignee"), an affiliate of WNY Grocers Acquisition LLC ("Buyer"). All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Buyer have entered into that certain Asset Purchase Agreement, dated as of December 4, 2018 (as amended from time to time, the "Purchase Agreement"), pursuant to which, among other things, Assignor has agreed to sell, assign, transfer, convey and deliver to Buyer or its assignee, all of Assignor's right, title and interest in and to all Owned Intellectual Property including, without limitation, the Owned Intellectual Property set forth on Schedule A attached hereto.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, all of Assignor's right, title and interest in and to the Owned Intellectual Property, including, without limitation, all Owned Intellectual property set forth on Schedule A attached hereto and (a) all common law rights therein, (b) all goodwill of the business connected with the use of, and symbolized thereby, (c) all registrations and renewals thereof, (d) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, (e) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing, and (f) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Assignor authorizes and requests that the United States Patent and Trademark Office and the United States Copyright Office record Assignee as the assignee and owner of the Owned Intellectual Property, as appropriate, including without limitation, the Owned Intellectual Property that are trademarks or service marks and that are registered, or for which registration has been applied for, at the United States Patent and Trademark Office.

3. Domain Names. The parties acknowledge that in order to effect the assignment and transfer of registration of any domain names and social networking identifiers included in the Owned Intellectual Property, the parties must follow certain procedures stipulated by the relevant registrar or social networking operator (the "Transfer Procedures"). If any further documents or agreements are required to be executed by the parties to carry out such Transfer

Procedures, such documents or agreements shall form a part of this Assignment. The parties agree to cooperate fully with each other and promptly to take all necessary actions in order to comply with the Transfer Procedures so as to effect the transactions contemplated in this Assignment, including Assignor directing any domain name registrar to release and unlock any domain names and, upon notice from the registrar that such domain names have been unlocked, immediately requesting that the domain names be transferred to Assignee. The parties acknowledge that it may not be possible to transfer ownership of certain social networking identifiers. In such instances, the parties will work together to accomplish an informal, unofficial transfer, such as Assignor providing Assignee with appropriate user names and passwords. If it is impossible to complete a transfer formally or informally of any social networking identifiers, then Assignor shall take reasonable steps to delete the social networking identifier(s) at issue.

4. Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede, enlarge or modify any of the obligations, agreements, covenants or warranties of Assignor and Buyer contained in the Purchase Agreement. 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 and control.

5. Governing Law. This Assignment shall be deemed to be made in and in all respects shall be interpreted, construed and governed by and in accordance with the law of the State of New York without regard to the conflicts of law principles thereof to the extent that such principles would direct a matter to another jurisdiction.

6. Counterparts. This Assignment may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile transmission or by email of a .pdf attachment shall be effective as delivery of a manually executed counterpart of this Assignment.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has caused this Intellectual Property Assignment Agreement to be executed by its duly authorized officer as of the date set forth above.

**ASSIGNOR:**

**OLEAN WHOLESALE GROCERY  
COOPERATIVE, INC.**

By: [Signature]

Name: Robert J Ketchner

Title: President & CEO

State of New York ss.  
County of Cattaraugus

At 1587 Haskell Road, as of this 13<sup>th</sup> day of February 2019, Robert J. Ketchner, President & CEO of Olean Wholesale Grocery Cooperative, Inc. personally appeared, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed and the free act and deed of Olean Wholesale Grocery Cooperative, Inc.

Before me,

[Signature]  
Notary Public  
My Commission Expires: May 6, 2022

JUDY L KROTT  
Notary Public, State of New York  
No. 01KR5060023  
Qualified in Allegany County,  
Commission Expires May 6, 2022

TRADEMARK

REEL: 006572 FRAME: 0050

IN WITNESS WHEREOF, the undersigned has caused this Intellectual Property Assignment Agreement to be executed by its duly authorized officer as of the date set forth above.

ASSIGNEE:

SURRY LICENSING LLC

By: William M. Boyd III  
Name: William M. Boyd III  
Title: EVP, Chief Legal Officer

State of New Hampshire ss.  
County of Cheshire

At \_\_\_\_\_, as of this 12<sup>th</sup> day of February 2019, William M. Boyd III, EVP Chief Legal Officer of Surry Licensing LLC personally appeared, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed and the free act and deed of Surry Licensing LLC.

Before me,



Suzanne Duffey  
Notary Public  
My Commission Expires: 6-21-22

**Schedule A**

**Owned Intellectual Property**

**Registered Trademarks:**

<b>Mark</b>	<b>Country</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Status</b>
FOOD BARN	US	73/007,663	10/30/1973	1,021,244	9/23/1975	Registered

**Unregistered Trademarks:**

All rights to all trade names "Olean Wholesale Grocery" and any and all variations thereof and all Trademarks related thereto.

**Domain Names:**

Domain name: oleanwholesale.com.  
Registrar: GoDaddy.com, LLC  
Expiration Date: 8/6/2020