## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM527569

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
SAVE-A-LOT FOOD STORES, LTD.		06/05/2019	Corporation: BERMUDA

#### **RECEIVING PARTY DATA**

Name:	MORAN FOODS, LLC
Street Address:	400 Northwest Plaza Drive
City:	St. Ann
State/Country:	MISSOURI
Postal Code:	63074
Entity Type:	Limited Liability Company: MISSOURI

#### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	1740640	HILLTOP MILL'S
Registration Number:	2217538	LUNAR MALLOS

#### **CORRESPONDENCE DATA**

Fax Number:

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.

Phone: 215.981.4351

Email: carissimiv@pepperlaw.com

Vincent V. Carissimi/Pepper Hamilton LLP **Correspondent Name:** 

Address Line 1: 3000 Two Logan Square Address Line 2: Eighteenth and Arch Streets

Address Line 4: Philadelphia, PENNSYLVANIA 19103-2799

NAME OF SUBMITTER:	Vincent Carissimi
SIGNATURE:	/Vincent Carissimi/
DATE SIGNED:	06/12/2019

#### **Total Attachments: 3**

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### TRADEMARK ASSIGNMENT

organized under the laws of Missouri, with an address of 400 Northwest Plaza Drive, St. Ann,

Missouri, 63074 ("Assignee" and together with Assignor, the "Parties").

#### WITNESSETH:

WHEREAS, Assignor is the owner of the Trademarks listed on Exhibit "A", attached hereto, ("Trademarks");

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with all goodwill associated with the Trademarks; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademarks, together with all goodwill associated with the Trademarks;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. Assignment. Assignor hereby grants, assigns and conveys to Assignee all of its right, title and interest in and to the Trademarks, together with all goodwill associated with the Trademarks, and the right to sue and recover any damages and profits and all other remedies for past, present and future infringements or violations thereof, if there may be any, the same to be held and enjoyed by the Assignee as it would have been held and enjoyed by the Assignor had the sale, assignment, transfer and conveyance not been made.

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Title. Assignor hereby represents and warrants that it has not heretofore granted any license, right or privilege with regard to the Trademarks, or in any other way encumbered the same, and that it has the full right to convey, free of licenses and encumbrances, all right, title and interest in and to the Trademarks.

3. <u>Cooperation.</u> Assignor agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Assignee to effectuate more fully the transactions contemplated by this Assignment. Assignor consents and authorizes Assignee or Assignee's designee to file and record this Assignment as necessary to perfect title in Assignee.

4. <u>Binding Effect</u>. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors and other legal representatives, and shall be binding upon Assignor, its successors, assigns and other legal representatives.

5. Entire Agreement. This Assignment contains the entire agreement and understanding of the parties hereto relating to the subject matter hereof, and merges and supersedes all prior and contemporaneous discussions, agreements and undertakings of every nature between the parties hereto relating to the subject matter hereof. This Assignment may not be changed or modified, except by an agreement in writing signed by each of the parties hereto

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first above written.

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SAVE-A-LOT BOOD STORES, LTD	MORAN FOODS, LLC /
Bv: \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	By: \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
Name: Karen Ward Procell	Name: Karen Ward Procell
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Title: Executive Vice President, General Counsel Title: Executive Vice President, General Counsel

# EXHIBIT "A"

Country	Trademark	Registration/Application No.	CLASS	GOODS/SERVICES
UNITED	HILLTOP	REG. NO. 1,740,640/SER.	030	"[FLOUR AND]
STATES	MILL'S	NO. 74/146,630	<u> </u>	CORN MEAL"
UNITED	LUNAR	REG. NO. 2,217,538/SER.	030	"MARSHMALLOWS
STATES	MALLOS	NO. 75/009,743		AND
				MARSHMALLOW
				TOPPING"

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