

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM578072

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	MERGER
<b>EFFECTIVE DATE:</b>	04/30/2020

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DZA BRANDS, LLC		04/30/2020	Limited Liability Company: FLORIDA

## RECEIVING PARTY DATA

<b>Name:</b>	GUIDING STARS LICENSING COMPANY, LLC
<b>Street Address:</b>	145 Pleasant Hill Road
<b>City:</b>	Scarborough
<b>State/Country:</b>	MAINE
<b>Postal Code:</b>	04074
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 91

Property Type	Number	Word Mark
Serial Number:	88084424	FOOD LION FEEDS #FEEDSIT4WARD
Serial Number:	88596515	FOOD LION FEEDS SACK TO GIVE BACK
Serial Number:	88592122	HANNAFORD'S FUEL KIDS AT SCHOOL
Serial Number:	88592119	FUEL KIDS AT SCHOOL
Serial Number:	87402432	FOOD LION FEEDS FEEDS IT FORWARD
Registration Number:	6060003	GREATER THAN GROCERIES
Registration Number:	5955691	FOOD LION
Registration Number:	5955177	TASTE OF INSPIRATIONS
Registration Number:	5955172	TASTE OF INSPIRATIONS
Registration Number:	5907222	HANNAFORD
Registration Number:	5862446	HANNAFORD
Registration Number:	5675996	MY HANNAFORD REWARDS
Registration Number:	5556548	FOOD LION SHOP & EARN MVP CUSTOMER REWAR
Registration Number:	5528103	HOW REFRESHING
Registration Number:	5506411	FOOD LION MVP CUSTOMER SHOP & EARN MVP C
Registration Number:	5402901	IT'S ALMOST READY ALREADY
Registration Number:	5402899	IT'S ALMOST READY ALREADY
Registration Number:	5334088	THE GREAT PANTRY MAKEOVER

TRADEMARK

<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
<b>Registration Number:</b>	5330934	NATURE'S PLACE OPEN COUNTRY
<b>Registration Number:</b>	5330933	NATURE'S PLACE FREE COUNTRY
<b>Registration Number:</b>	5330932	NATURE'S PLACE REAL COUNTRY
<b>Registration Number:</b>	5191322	CLOSER FRESHER BETTER
<b>Registration Number:</b>	5156922	CHA-CHING
<b>Registration Number:</b>	5058144	HANNAFORD
<b>Registration Number:</b>	5060141	IT'S ALMOST READY ALREADY
<b>Registration Number:</b>	5016276	HANNAFORD
<b>Registration Number:</b>	4951444	FOOD LION
<b>Registration Number:</b>	4948074	IT'S ALMOST READY ALREADY
<b>Registration Number:</b>	4947206	BETTER BAKING STARTS HERE
<b>Registration Number:</b>	4806627	FOOD LION FEEDS
<b>Registration Number:</b>	4804129	
<b>Registration Number:</b>	4804128	HANNAFORD TO GO ONLINE SHOPPING, CURBSID
<b>Registration Number:</b>	4782095	EASY FRESH AFFORDABLE
<b>Registration Number:</b>	4775724	EASY FRESH AFFORDABLE
<b>Registration Number:</b>	4770088	RAGIN' GRAPE
<b>Registration Number:</b>	4770076	OMAZING ORANGE
<b>Registration Number:</b>	4749420	RIP ROARIN' FRUIT PUNCH
<b>Registration Number:</b>	4659632	FOOD LION
<b>Registration Number:</b>	4659630	FOOD LION
<b>Registration Number:</b>	4659629	FOOD LION
<b>Registration Number:</b>	4659628	FOOD LION
<b>Registration Number:</b>	4570008	HEALTHY SAVER PET
<b>Registration Number:</b>	4585808	BUDGET VALUE
<b>Registration Number:</b>	3164003	MVP EXTRA
<b>Registration Number:</b>	3213309	NATURE'S PLACE
<b>Registration Number:</b>	3201901	DR. PERKY
<b>Registration Number:</b>	3172519	SWEET CHOICE
<b>Registration Number:</b>	2985481	FRESH
<b>Registration Number:</b>	3688348	LIMON UP
<b>Registration Number:</b>	4129005	HOME 360 PET
<b>Registration Number:</b>	3941835	HOME 360 BABY
<b>Registration Number:</b>	3873947	HOME 360
<b>Registration Number:</b>	3710537	HOME 360 PET
<b>Registration Number:</b>	3710522	HOME 360 BABY
<b>Registration Number:</b>	3684252	HOME 360 PET
<b>Registration Number:</b>	3689819	TASTE OF INSPIRATIONS

Property Type	Number	Word Mark
Registration Number:	3521602	HOME 360
Registration Number:	3484582	PECAN PLEASERS
Registration Number:	3484573	CHIPS DELIGHT
Registration Number:	3477541	LION'S SHARE CREDIT UNION
Registration Number:	3696305	HEALTHY ACCENTS
Registration Number:	2915784	FOOD LION
Registration Number:	2876622	FOOD LION
Registration Number:	2923914	FOOD LION PHARMACY
Registration Number:	2810339	FOOD LION
Registration Number:	2808353	MOUNTAIN LION
Registration Number:	2749966	FOOD LION
Registration Number:	2651767	FOOD LION
Registration Number:	2654055	FOOD LION
Registration Number:	2648859	LION SHARE
Registration Number:	2653296	FOOD LION
Registration Number:	2839382	FOOD LION
Registration Number:	2557179	ISN'T IT BUTTER?
Registration Number:	2662466	HANNAFORD HELPS SCHOOLS
Registration Number:	2535640	WORMBURNER OPEN
Registration Number:	2218522	HANNAFORD
Registration Number:	2130179	HANNAFORD
Registration Number:	2286074	WHERE RACE FANS SHOP FOR GROCERIES
Registration Number:	2485490	WHERE RACEFANS SHOP FOR GROCERIES
Registration Number:	2233058	OUR BEST QUALITY - YOUR BEST VALUE
Registration Number:	2204040	NATURE'S PLACE
Registration Number:	2010939	HANNAFORD
Registration Number:	1864491	FOOD LION
Registration Number:	1782249	SERVICE PLUS
Registration Number:	1555907	FOOD LION
Registration Number:	1554929	FOOD LION
Registration Number:	1554968	FOOD LION
Registration Number:	1552177	FOOD LION
Registration Number:	1427887	FOOD LION
Registration Number:	1334928	EXTRA BLEND
Registration Number:	1138096	HANNAFORD

**CORRESPONDENCE DATA**

Fax Number: 8043447999

**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:** 804-788-8772  
**Email:** HWITM@HuntonAK.com  
**Correspondent Name:** John Gary Maynard, Hunton Andrews Kurth  
**Address Line 1:** 951 East Byrd Street  
**Address Line 4:** Richmond, VIRGINIA 23219-4074

**ATTORNEY DOCKET NUMBER:** 046722.0000039

**NAME OF SUBMITTER:** John Gary Maynard, III

**SIGNATURE:** /John Gary Maynard, III/

**DATE SIGNED:** 05/26/2020

**Total Attachments: 10**

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## AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this “**Agreement**”), dated as of the 30th day of April, 2020, is by and between Guiding Stars Licensing Company, LLC, a Delaware limited liability company (“**GSLC**”), and DZA Brands, LLC, a Florida limited liability company (“**DZA Brands**”).

### RECITALS:

DZA Brands and GSLC are wholly-owned subsidiaries of ADUSA Supply Chain Services, Inc., a Delaware corporation. The sole member of both DZA Brands and GSLC has approved, and deems it advisable and in the best interests of DZA Brands and GSLC to consummate, the merger of DZA Brands with and into GSLC pursuant to the provisions of the Delaware Limited Liability Company Act (the “**DLLCA**”) and the Florida Statutes (the “**Statutes**”) on the terms and conditions set forth herein.

### AGREEMENT:

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

Section 1. The Merger. DZA Brands shall merge (the “**Merger**”) with and into GSLC, which shall be the surviving company (the “**Surviving Company**”), effective as of the effective time (the “**Effective Time**”) that is set forth in the Certificate of Merger that is filed with the Delaware Secretary of State, in substantially the form attached hereto as Exhibit A, and the Articles of Merger that are filed with the Florida Department of State, in substantially the form attached hereto as Exhibit B.

Section 2. Certificate of Formation. The Certificate of Formation of GSLC, as now in force and effect, shall continue to be the Certificate of Formation of the Surviving Company.

Section 3. Operating Agreement. The operating agreement of GSLC will be the operating agreement of the Surviving Company and will continue in full force and effect until changed, altered, or amended as therein provided.

Section 4. Managers and Officers. The managers and officers of GSLC in effect at the Effective Time shall be the managers and officers of the Surviving Company in office at the Effective Time, all of whom shall hold their offices until the election and qualification of their respective successors or until their earlier removal, resignation or death in accordance with the operating agreement of the Surviving Company.

Section 5. Cancellation of Membership Interests. At the Effective Time, by virtue of the Merger and without any action on the part of the holders thereof: (a) the membership interests of DZA Brands, issued and outstanding as of the Effective Time, shall be cancelled; and (b) the membership interests of GSLC, issued and outstanding as of the Effective Time, shall not be converted, exchanged or altered in any manner as a result of the Merger and shall remain outstanding and shall continue to represent membership interests of GSLC after the Merger.

Section 6. Transfer, Conveyance and Assumption. At the Effective Time and for all purposes: (a) the separate existence of DZA Brands shall cease and shall be merged with and into GSLC; (b) the title to all real estate and other property owned by DZA Brands shall be vested in the Surviving Company without reversion or impairment; (c) the Surviving Company shall have all the liabilities of DZA Brands; and (d) a proceeding pending by or against DZA Brands may be continued as if the merger did not occur, or the Surviving Company may be substituted in the proceeding for DZA Brands.

Section 7. Further Assurances. If, at any time after the Effective Time, the Surviving Company shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable: (a) to vest, perfect or confirm, of record or otherwise, in the Surviving Company, title to and possession of any property or right of DZA Brands or GSLC, as the case may be, acquired or to be acquired by reason of, or as a result of, the Merger; or (b) otherwise to carry out the purposes of this Agreement, each of DZA Brands and GSLC and its respective proper officers and members of its board of managers shall be deemed to have granted hereby to the Surviving Company an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to, and the possession of, such property or rights in the Surviving Company and otherwise to carry out the purposes of this Agreement, and the proper officers and members of the board of managers of the Surviving Company are hereby fully authorized in the name of DZA Brands or GSLC or otherwise to take any and all such action.

Section 8. Approval of Agreement and Plan of Merger. This Agreement has been approved by the sole member of both GSLC and DZA Brands as required by the DLLCA and the Statutes.

Section 9. Entire Agreement. This Agreement, together with the Delaware Certificate of Merger and the Florida Articles of Merger, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

Section 10. Amendments; Waiver. This Agreement may be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 11. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Section 12. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.


Section 13. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Delaware.

Section 14. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which shall constitute one and the same instrument. Signatures received by facsimile or other electronic transmission shall be accepted as original signatures.


[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

GUIDING STARS LICENSING  
COMPANY, LLC

DocuSigned by:  
By:   
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Name: G. Linn Evans  
Title: President

DZA BRANDS, LLC

DocuSigned by:  
By:   
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Name: Gregory M. Amoroso  
Title: Treasurer



**EXHIBIT A**

**Delaware Certificate of Merger**

See attached.

**CERTIFICATE OF MERGER**

**OF**

**DZA BRANDS, LLC**  
**(a Florida limited liability company)**

**INTO**

**GUIDING STARS LICENSING COMPANY, LLC**  
**(a Delaware limited liability company)**

Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Company Act, the undersigned limited liability company executed the following Certificate of Merger and does hereby certify:

**FIRST:** The name of the surviving limited liability company is Guiding Stars Licensing Company, LLC, a Delaware limited liability company.

**SECOND:** The name of the limited liability company being merged into this surviving limited liability company is DZA Brands, LLC. The jurisdiction in which this limited liability company was formed is Florida.

**THIRD:** An Agreement and Plan of Merger (the "Merger Agreement") has been approved and executed by both limited liability companies.

**FOURTH:** The name of the surviving limited liability company shall remain Guiding Stars Licensing Company, LLC.

**FIFTH:** The merger shall become effective on April 30, 2020.

**SIXTH:** The executed Merger Agreement is on file at 145 Pleasant Hill Road, Scarborough, Maine 04074, the principal place of business of the surviving limited liability company.

**SEVENTH:** A copy of the Merger Agreement will be furnished by the surviving limited liability company on request, without cost, to any member of the constituent entities.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the surviving limited liability company has caused this Certificate of Merger to be signed by an authorized person this 30th day of April, 2020.

GUIDING STARS LICENSING COMPANY, LLC

By: \_\_\_\_\_

Name: G. Linn Evans

Title: Authorized Person

**EXHIBIT B**

**Florida Articles of Merger**

See attached.

**Articles of Merger  
For  
Florida Limited Liability Company**

The following Articles of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 605.1025, Florida Statutes.

**FIRST:** The exact name, form/entity type, and jurisdiction for each **merging** party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
DZA Brands, LLC	Florida	LLC
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**SECOND:** The exact name, form/entity type, and jurisdiction of the **surviving** party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Guiding Stars Licensing Company, LLC	Delaware	LLC
_____	_____	_____

**THIRD:** The merger was approved by each domestic merging entity that is a limited liability company in accordance with ss.605.1021-605.1026; by each other merging entity in accordance with the laws of its jurisdiction; and by each member of such limited liability company who as a result of the merger will have interest holder liability under s.605.1023(1)(b).

**FOURTH:** Please check one of the boxes that apply to surviving entity: (if applicable)

- This entity exists before the merger and is a domestic filing entity, the amendment, if any to its public organic record are attached.
- This entity is created by the merger and is a domestic filing entity, the public organic record is attached.
- This entity is created by the merger and is a domestic limited liability limited partnership or a domestic limited liability partnership, its statement of qualification is attached.
- This entity is a foreign entity that does not have a certificate of authority to transact business in this state. The mailing address to which the department may send any process served pursuant to s. 605.0117 and Chapter 48, Florida Statutes is:

145 Pleasant Hill Road

Scarborough, Maine 04074

**FIFTH:** This entity agrees to pay any members with appraisal rights the amount, to which members are entitled under ss.605.1006 and 605.1061-605.1072, F.S.

**SIXTH:** If other than the date of filing, the delayed effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

**Note:** If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

**SEVENTH:** Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Guiding Stars Licensing Company, LLC	_____	G. Linn Evans
DZA Brands, LLC	_____	Gregory M. Amoroso
_____	_____	_____
_____	_____	_____

Corporations: Chairman, Vice Chairman, President or Officer  
(If no directors selected, signature of incorporator.)

General partnerships: Signature of a general partner or authorized person

Florida Limited Partnerships: Signatures of all general partners

Non-Florida Limited Partnerships: Signature of a general partner

Limited Liability Companies: Signature of an authorized person

<b><u>Fees:</u></b> For each Limited Liability Company:	\$25.00	For each Corporation:	\$35.00
For each Limited Partnership:	\$52.50	For each General Partnership:	\$25.00
For each Other Business Entity:	\$25.00	<b><u>Certified Copy (optional):</u></b>	\$30.00