

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM604199

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ADUSA Licensing LP		09/24/2020	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Ahold Delhaize Licensing Sarl		
Street Address:	RUE JEAN-FRANCOIS BARTHOLONI 4-6		
City:	GENEVA		
State/Country:	SWITZERLAND		
Postal Code:	1204		
Entity Type:	Limited Liability Company: SWITZERLAND		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	87521243	CURBSIDE BY STOP & SHOP	
Registration Number:	4988227	MY STOP & SHOP	
Registration Number:	1471069	SUPER STOP & SHOP	
Registration Number:	2152194	SUPER STOP & SHOP	
Registration Number:	1529879	STOP & SHOP	
Registration Number:	1690656	STOP & SHOP	
Registration Number:	2278312	STOP & SHOP	
Registration Number:	3028063	STOP & SHOP	
Registration Number:	3495931	STOP & SHOP	
Registration Number:	3499039	STOP & SHOP	
Registration Number:	3762623	STOP & SHOP	
Registration Number:	4447510	STOP & SHOP	
Serial Number:	87819864	STOP & SHOP FAMILY FOUNDATION	
CORRESPONDENCE DATA			
Fax Number:	7172601641		
<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:	717-232-8000		
Email:	trademarks@mcneelaw.com		

TRADEMARK

Correspondent Name: Sue Heberlig
Address Line 1: 100 Pine Street
Address Line 4: Harrisburg, PENNSYLVANIA 17108

ATTORNEY DOCKET NUMBER: 21631-0079

NAME OF SUBMITTER: Sue Heberlig

SIGNATURE: /SueHeb/

DATE SIGNED: 10/21/2020

Total Attachments: 10

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Agreement**"), dated as of September 24, 2020 (the "**Effective Date**"), is made by ADUSA Licensing LP, a limited partnership existing under the laws of the State of Delaware (the "**Assignor**"), in favor of Ahold Delhaize Licensing S.à.r.l., a company with limited liability existing under the laws of Switzerland (the "**Purchaser**").

WHEREAS, simultaneously with the execution of this Agreement, the Assignor and the Purchaser have entered into that certain trademark acquisition agreement, dated as of September 24, 2020 (the "**Trademark Acquisition Agreement**"), pursuant to which, among other things, the Assignor has conveyed, transferred, and assigned to Purchaser, all of Assignor's right, title, and interest in and to the Purchased Trademarks (as defined below), and have agreed to execute and deliver this Agreement for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions, as applicable.

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

1. The Assignor does hereby transfer, sell, grant, assign, and convey to Purchaser, and Purchaser hereby accepts, all of the Assignor's right, title, and interest in and to the following: (i) the trademarks set forth on Schedule I attached hereto (the "**Purchased Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Purchased Trademarks; (ii) all rights of any kind whatsoever of the Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; (iii) 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; (iv) any future appreciation or depreciation in the value of the Purchased Trademarks, and (v) 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. The trademarks set forth on Schedule I that are subject of pending intent-to-use applications are being assigned as part of the entire business or portion thereof to which the marks pertain, as required by Section 10 of the Trademark Act, 15 U.S.C. § 1060.

2. The Assignor hereby authorizes and requests the Commissioner of the United States Patent and Trademark Office, and any official of any applicable U.S. State, and any official of any applicable country or countries foreign to the United States, whose duty is to issue trademark registrations or other evidence or forms of intellectual property or industrial property protection to register this Agreement and record Purchaser as assignee and owner of the Purchased Trademarks.

3. The Assignor hereby covenants and agrees that the Assignor has full right to convey the entire interest herein assigned, and that the Assignor has not executed, and will not execute, any agreement in conflict herewith.

4. The Assignor hereby further covenants and agrees that the Assignor will communicate to the Purchaser, its successors, legal representatives and assigns, any facts known

to the Assignor respecting the Purchased Trademarks, and testify in any legal proceeding, sign all lawful papers, make all rightful oaths, and generally do everything possible to aid the Purchaser, its successors, legal representatives and assigns, to obtain and enforce proper protection for the Purchased Trademarks.

5. The parties hereto acknowledge and agree that this Agreement is entered into pursuant to the Trademark Acquisition Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Purchaser with respect to the Purchased Trademarks. The representations, warranties, covenants and agreements contained in the Trademark Acquisition Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Trademark Acquisition Agreement and the terms hereof, the terms of the Trademark Acquisition Agreement shall govern.

6. This Agreement and the legal relations between the parties hereto shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to the conflict of laws rules thereof.

7. This Agreement may be signed in one or more counterparts, and all counterparts so executed shall constitute one agreement, binding on the parties hereto, notwithstanding that the parties are not signatory to the same counterpart.

8. Each of the parties, at any time and from time to time upon the reasonable request of another party, shall promptly execute and deliver, or cause to be executed and delivered, all such further instruments and take all such further actions as may be reasonably necessary or appropriate to effect the transfers contemplated herein and confirm or carry out the purposes and intent of this Agreement. If, at any time after the consummation of the transaction as contemplated hereby, any party receives any payment, correspondence or other property that is intended for or belongs to another party, or to which another party is legally entitled, then such party receiving such payment, correspondence or other property shall hold it in trust and promptly pay over such payment or deliver such correspondence or other property to such other party.

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

10. Nothing in this Agreement shall confer any rights upon any person or entity other than the parties hereto and their respective successors and assigns.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the date first above written.

ASSIGNOR

AHOLD DELHAIZE LICENSING INC., as
general partner of **ADUSA Licensing LP**

DocuSigned by:
Gregory A. Stay
By: _____
3169A740096D46A...
Name: Gregory A. Stay
Title: Director


PURCHASER


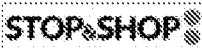
Ahold Delhaize Licensing S.à.r.l.

DocuSigned by:
Celia Ullmann
By: _____
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Name: Celia Ullmann
Title: Managing Director

DocuSigned by:
Miguel Silva Gonzalez
By: _____
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Name: Miguel Silva Gonzalez
Title: Managing Director

Schedule I – Purchased Trademarks

<u>No.</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>DOFU</u>	<u>Goods/Services</u>	<u>Jurisdiction</u>
1	CURBSIDE BY STOP & SHOP	App. No. 87/521,243	Filed July 10, 2017	n/a	(Int'l Class: 35) retail and on-line retail grocery store services featuring pick-up services	USA
2	MY STOP & SHOP	4,988,227	June 28, 2016	October 16, 2015	(Int'l Class: 35) Customer loyalty services and customer club services, for commercial, promotional and/or advertising purposes; Retail grocery stores	USA
3	SUPER STOP & SHOP	1,471,069	December 29, 1987	June 7, 1982	(Int'l Class: 42) retail general merchandise supermarket store services	USA
4	SUPER STOP & SHOP and Design 	2,152,194	April 21, 1998	June 1982	(Int'l Class: 35) retail general merchandise and supermarket store services	USA
5	STOP & SHOP	1,529,879	March 14, 1989	January 1938	(Int'l Class: 29) dairy products, namely, butter; cheese; cottage cheese; cream cheese; dairy and non dairy based dips; cream; milk; yogurt; fruit, namely, frozen and processed fruit; vegetables, namely, canned	

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					and frozen vegetables; fish; canned tuna; jams and jellies; mayonnaise, processed nuts; canned and processed olives; oleomargarine; peanut butter; pickles; salad dressings; apple sauce and cranberry sauce; shortening; soup; non dairy whipped topping; non dairy coffee creamer, and edible oils	
6	STOP & SHOP and Design 	1,690,656	June 2, 1992	1972	(Int'l Class: 42) retail store supermarket services	USA
7	STOP & SHOP	2,278,312	September 14, 1999	September 6, 1998	(Int'l Class: 35) retail gasoline store services; retail alcoholic beverage store services (Int'l Class: 39) home delivery services featuring general merchandise and supermarket goods	USA
8	STOP & SHOP and Design 	3,028,063	December 13, 2005	August 15, 2002	(Int'l Class: 35) retail supermarket services	USA
9	STOP & SHOP	3,495,931	September 2, 2008	Int'l Class 01: March 2006 Int'l Class	(Int'l Class: 01) distilled water; artificial sweeteners	USA

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				06: September 2005 Int'l Class 08: February 2006 Int'l Class 20: December 2002 Int'l Class 31: 1973	(Int'l Class: 06) aluminum foil (Int'l Class: 08) tableware, namely, knives, forks and spoons (Int'l Class: 20) drinking straws (Int'l Class: 31) fresh fruit and vegetables; fresh potatoes; pet food	
10	STOP & SHOP	3,499,039	September 9, 2009	Int'l Class 03: 1974 Int'l Class 16: 1977 Int'l Class 21: December 2006 Int'l Class 29: September 1940 Int'l Class: 30,32: 1975	(Int'l Class: 03) laundry bleach; ammonia for cleaning purposes; automatic dishwashing detergents; dish detergents; laundry detergents; glass cleaning preparations; cleaning preparations for household purposes (Int'l Class: 16) paper napkins; facial tissue; bathroom tissue; paper towels; plastic food storage bags for household use; plastic trash bags; paper bags; paper coffee filters; wax paper; plastic wrap (Int'l Class: 21) scouring sponges; sponges for household	USA

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					<p> purposes; paper cups; plastic cups; foam cups; paper plates; paper bowls; foam bowls (Int'l Class: 29) cheese; milk; cream; half and half; non-dairy creamer; cream cheese; cottage cheese; sour cream; yogurt; whipped topping; butter; margarine; egg substitute; eggs; dairy-based dips; dips; shelled nuts; roasted nuts; canned fruits; dried fruits; frozen fruits; canned vegetables; frozen vegetables; frozen berries; processed potatoes; potato chips; processed chicken; pickles; processed olives; peanut butter; jam; jelly; fruit preserves; fruit-based pie fillings; applesauce; cranberry sauce; flaked coconut; dried beans; canned soups; vegetable oils for cooking; frankfurters; luncheon meats; processed shrimp and seafood, not </p>	

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					live; vegetable salads; fresh meats; canned meats; processed meats; frozen meats; bacon; bacon-flavored vegetable protein bits; prepared entrees consisting primarily of meat, fish, poultry, and vegetables (Int'l Class: 30) bread; bagels; frozen waffles; frozen pancakes; soft pretzels; fresh pizza; frozen pizza; ice cream; cones for ice cream; frozen confections; frozen yogurt; sherbets; pasta; prepared pie crust; refrigerated dough for biscuits, rolls, breadsticks, and pizza crust; tortillas; refrigerated cookie dough; cookies; candies; crackers; cakes; marshmallows; honey; breadcrumbs; croutons; stuffing mixes containing bread; pudding; chocolate chips for baking; flour; baking soda; baking powder; sugar; brown sugar; salt; pancake syrup;	

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					pancake mixes; spices; extracts used for flavoring not of essential oils; coffee; cocoa; chocolate syrup; processed unpopped popcorn; gravy; ketchup; mustard; pickle relish; hot sauce; cocktail sauce; tartar sauce; tomato sauce; pasta sauce; salsa; mayonnaise; salad dressings; vinegar; breakfast cereal; cereal-based snack bars; processed oats; oatmeal; breakfast pastries; rice; rice cakes; pasta salads; pretzels; prepared entrees consisting primarily of pasta or rice (Int'l Class: 32) concentrates, syrups, or powders used in the preparation of soft drinks; drinking water; fruit juices; mineral water; seltzer water; soft drinks, namely, carbonated soft drinks; spring water; vegetable juice	

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11	STOP & SHOP	3,762,623	March 23, 2010	1913	(Int'l Class: 35) supermarkets	USA
12	STOP & SHOP	4,447,510	December 10, 2013	May 22, 2008	(Int'l Class: 18) Reusable shopping bags	USA
13	STOP & SHOP FAMILY FOUNDATION	App. No. 87/719,864	Filed March 5, 2018	n/a	(Int'l Class: 36) charitable fundraising services	USA