

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM605765

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: 4			
Property Type	Number	Word Mark	
Serial Number:	88487495	GO POINTS STOP & SHOP	
Serial Number:	88487496	GO POINTS STOP & SHOP	
Serial Number:	88870749	GO POINTS STOP & SHOP	
Serial Number:	88662853	STOP & SHOP GO REWARDS	
CORRESPONDENCE DATA			
Fax Number:	7172611640		
<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@mceeslaw.com		
Correspondent Name:	Sue Heberlig		
Address Line 1:	100 Pine Street		
Address Line 4:	Harrisburg, PENNSYLVANIA 17108		
ATTORNEY DOCKET NUMBER:	21631-0113		
NAME OF SUBMITTER:	Sue Heberlig		
SIGNATURE:	/SueHeb/		
DATE SIGNED:	10/29/2020		
Total Attachments: 4 source=A7756621#page1.tif			

OP \$115.00 88487495

source=A7756621#page2.tif

source=A7756621#page3.tif

source=A7756621#page4.tif

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (Agreement), dated 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 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: _____
8188A740896D46A...
Name: Gregory A. Stay
Title: Director

PURCHASER

Ahold Delhaize Licensing S.à.r.l.

DocuSigned by:
Celia Ullmann
By: _____
4388045B8E0E4B1...
Name: Celia Ullmann
Title: Managing Director

DocuSigned by:
Miguel Silva Gonzalez
By: _____
AZ3977C99A964D1...
Name: Miguel Silva Gonzalez
Title: Managing Director

Schedule I - Trademark Registrations/Applications

<u>Mark</u>	<u>Registration/ Application No.</u>	<u>Registration/ Application Date</u>	<u>DOFU</u>	<u>Goods/Services</u>	<u>Jurisdiction</u>
GO POINTS STOP & SHOP	App. No. 88/487,495	Filed 6/25/2019	n/a	(Int'l Class 35) Arranging and conducting an incentive reward program to promote the sale of grocery store merchandise	USA
GO POINTS STOP & SHOP	App. No. 88/487,496	Filed 6/25/2019	n/a	(Int'l Class 35) Arranging and conducting an incentive reward program to promote the sale of grocery store merchandise	USA
GO POINTS STOP & SHOP	App. No. 88/870,749	Filed 4/14/2020	n/a	(Int'l Class 35) Arranging and conducting an incentive reward program to promote the sale of grocery store merchandise	USA
STOP & SHOP GO REWARDS	App. No. 88/662,853	Filed: 10/21/2019	n/a	(Int'l Class 35) Arranging and conducting incentive reward programs to promote the sale of grocery store merchandise	USA