

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM648434

<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>
KB US Holdings.Inc.		01/23/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Acme Markets, Inc.		
<b>Street Address:</b>	250 E Parkcenter Blvd		
<b>City:</b>	Boise		
<b>State/Country:</b>	IDAHO		
<b>Postal Code:</b>	83706		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5059293	BALDUCCI'S	
<b>Registration Number:</b>	2213997	B SINCE 1916	
<b>Registration Number:</b>	3142981	FOOD LOVER'S MARKET	
<b>Registration Number:</b>	3665709	B	
<b>Registration Number:</b>	3789434	B	
<b>Registration Number:</b>	1340807	BALDUCCIS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2083954656		
<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>	925-266-5374		
<b>Email:</b>	LegalIP@Albertsons.com		
<b>Correspondent Name:</b>	Gigi Remington		
<b>Address Line 1:</b>	250 E Parkcenter Blvd		
<b>Address Line 2:</b>	Legal Department		
<b>Address Line 4:</b>	Boise, IDAHO 83706		
<b>NAME OF SUBMITTER:</b>	Marjorie Dugdale		
<b>SIGNATURE:</b>	/Marjorie Dugdale/		
<b>DATE SIGNED:</b>	05/20/2021		

OP \$165.00 5059293

**Total Attachments: 8**

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## ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this “Assignment”), dated as of January 23, 2021 (“Effective Date”), is entered into by and among Acme Markets, Inc., a Delaware corporation (“Assignee”) and KB US Holdings, Inc., a Delaware corporation (“Holdings”, and together with its wholly owned subsidiaries party hereto, collectively, “Assignors”, and each an “Assignor”). Assignors and Assignee are collectively referred to herein as the “Parties.”

### RECITALS

WHEREAS, this Assignment is made pursuant to that certain Asset Purchase Agreement, dated as of October 19, 2020, by and among Assignee and Assignors (the “Purchase Agreement”), pursuant to which Assignors have agreed to sell, assign, transfer and convey to Assignor, among other things, all of Assignors’ right, title and interest in certain assets to Assignee, and Assignee agreed to assume certain liabilities of the Assignors;

WHEREAS, each capitalized term used but not otherwise defined in this Assignment has the meaning ascribed to it in the Purchase Agreement;

WHEREAS, Assignors are the owners of the Registered Intellectual Property set forth on Schedule A hereto and the other Owned Intellectual Property; and

WHEREAS, Assignors wish to assign to Assignee, and Assignee wishes to accept from Assignors the assignment of, all right, title and interest of Assignors in and to the Owned Intellectual Property pursuant to and in accordance with the Purchase Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto, intending to be legally bound hereby, agree as follows:

1. Assignment. Subject to the terms of the Purchase Agreement, the Sale Order, Assignment Order and any other Related Order, Assignors hereby sell, assign, transfer, convey and deliver to Assignee and Assignee hereby accepts the sale, assignment, transfer, conveyance and delivery of, (i) all of Assignors’ right, title, and interest in, to, and under the Owned Intellectual Property, including any common law rights associated with the Registered Intellectual Property, (ii) all goodwill associated with the trademarks set forth on Schedule A, and (iii) any and all rights, claims, credits, causes of action, defenses and rights of offset or counterclaim to the extent arising from the rights in clause (i) and (ii) that are available to or being pursued by Assignors against third parties (and the right to receive all monies, proceeds, settlements and recoveries in connection therewith).

2. Recording the Assignment. The Parties hereby authorize and request the relevant authorities at the United States Patent and Trademark Office and all applicable foreign agencies to record this Assignment and record Assignee as the owner of the Registered Intellectual

Property, as assignee of the entire right, title and interest in, to and under the same, for the sole enjoyment of Assignee and its successors and assigns.

3. Purchase Agreement Controlling. This Assignment is intended to evidence the consummation of certain transactions contemplated by the Purchase Agreement. This Assignment is made without representation or warranty, except as and to the extent provided in the Purchase Agreement. To the extent that any provision of this Assignment is inconsistent or conflicts with the Purchase Agreement, the Sale Order, the Assignment Order and any other Related Order, the provisions of the Purchase Agreement, the Sale Order, the Assignment Order and any other Related Order, as applicable, shall control. Nothing contained in this Assignment shall be deemed to supersede, enlarge, limit or otherwise modify any of the obligations, agreements, covenants, representations or warranties of Sellers contained in the Purchase Agreement.

4. Miscellaneous. This Assignment is binding upon, and inures to the benefit of and is enforceable by, Assignors and Assignee and their respective successors and permitted assigns. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Sections 10.04, 10.05, 10.06, 10.11, 10.12 and 10.13 of the Purchase Agreement shall apply to and govern this Assignment, mutatis mutandis.

[Signature page follows.]

IN WITNESS WHEREOF, each party hereto has caused this Assignment to be duly executed on its behalf as of the day and year first above written.

ASSIGNORS:

**KB US HOLDINGS, INC.**

By: Judy Spires  
Name: Judith A. Spires  
Title: President & CEO

**KB HOLDING, INC.**

By: Judy Spires  
Name: Judith A. Spires  
Title: President & CEO

**AG KINGS HOLDINGS INC.**

By: Judy Spires  
Name: Judith A. Spires  
Title: President & CEO

**AG HOLDINGS II INC.**

By: Judy Spires  
Name: Judith A. Spires  
Title: President & CEO

**KINGS SUPER MARKETS, INC.**

By: Judy Spires  
Name: Judith A. Spires  
Title: President & CEO

**BALDUCCI'S HOLDINGS, LLC**

By: Judy Spires  
Name: Judith A. Spires  
Title: President & CEO

**BALDUCCI'S CONNECTICUT, LLC**

By: Judy Spires  
Name: Judith A. Spires  
Title: President & CEO

**BALDUCCI'S MARYLAND, LLC**

By: Judy Spires  
Name: Judith A. Spires  
Title: President & CEO

**BALDUCCI'S NEW YORK, LLC**

By: Judy Spires  
Name: Judith A. Spires  
Title: President & CEO

**BALDUCCI'S VIRGINIA, LLC**

By: Judy Spires  
Name: Judith A. Spires  
Title: President & CEO

ASSIGNEE:

**ACME MARKETS, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**BALDUCCI'S MARYLAND, LLC**

By: \_\_\_\_\_  
Name: Judith A. Spires  
Title: President & CEO

**BALDUCCI'S NEW YORK, LLC**

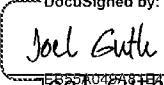
By: \_\_\_\_\_  
Name: Judith A. Spires  
Title: President & CEO

**BALDUCCI'S VIRGINIA, LLC**

By: \_\_\_\_\_  
Name: Judith A. Spires  
Title: President & CEO

ASSIGNEE:

**ACME MARKETS, INC.**

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Joel Guth  
Title: Authorized signatory

**Schedule A**

Registered Intellectual Property

Copyrights:

- 1. Claimant: Kings Super Markets, Inc.  
Title: Fresh pasta at Kings  
Copyright No.: TX0000923289

TRADEMARKS:


U.S. Pending Trademark Applications:

- 1. Trademark: BALDUCCI'S  
Filing Date: 03/14/2016  
Application Number: 86939399  
Status: Abandoned  
Owner: Balducci's Holdings, LLC
  
- 2. Trademark: BALDUCCI'S  
Filing Date: 04/11/2020  
Application Number: 88868476  
Status: Pending Filing  
Owner: Balducci's Holdings, LLC
  
- 3. Trademark: KINGS  
Filing Date: 04/05/2020  
Application Number: 88860257  
Status: Pending  
Owner: Kings Super Markets, Inc.

U.S. Trademark Registrations:

Trademark	Filing Date	Appl. No.	Reg. Date	Reg. No.	Owner
KINGS	06/11/1992	74283936	05/31/1994	1838164	Kings Super Markets, Inc.
KINGS	06/15/1992	74284370	01/17/1995	1874010	Kings Super Markets, Inc.
SIGNATURE CLUB	11 /17/1993	74458981	06 /06 /1995	1897848	Kings Super Markets, Inc.
K, N, G and S (stylized design)	02/24/2012	85552373	04/30/2013	4326832	Kings Super Markets, Inc.
WHERE INSPIRATION STRIKES	02/22/2012	85549945	09/25/2012	4213851	Kings Super Markets, Inc.



B SINCE 1916 design: 	06/05/1997	75304086	12/29/1998	2213997	Balducci's Holdings LLC
FOOD LOVER'S MARKET	03/16/2004	78384864	09/12/2006	3142981	Balducci's Holdings LLC
B (fanciful design mark)	06/08/2008	77493068	08/11/2009	3665709	Balducci's Holdings LLC
B (fanciful design mark)	04/14/2009	77713106	05/18/2010	3789434	Balducci's Holdings LLC
BALDUCCI'S	09/30/1982	73398759	06/11/1985	1340807	Balducci's Holdings LLC
BALDUCCI'S	03/08/2016	86932659	10/11/2016	5059293	Balducci's Holding s, LLC

Non-U.S. Trademark Registrations:

Country	Mark	Owner of Record	Goods/services	Reg. No.	Date of Reg.
Bahrain	BALDUCCI'S	Balducci's Holdings LLC	Coffee, tea, cocoa, sugar, rice, tapioca, sago, artificial coffee; flour and preparations made from cereals, bread, pastry and confectionery, ices; honey, treacle; yeast, baking-power; salt, mustard; vinegar, sauces (condiments); spices; ice.	66765	May 17, 2008
Bahrain	BALDUCCI'S	Balducci's Holding s LLC	Agricultural, horticultural and forestry products and grains not included in other classes; live animals; fresh fruit and vegetables; seeds, natural plants and flowers; foodstuffs for animals, malt.	66766	May 17, 2008
Bahrain	BALDUCCI'S	Balducci's Holdings LLC	Beers; mineral and aerated waters and other non-alcoholic drinks; fruit drinks and fruit juices; syrups and other preparations for making beverages.	66767	May 17, 2008
Bahrain	BALDUCCI'S	Balducci's Holdings LLC	Alcoholic beverages (except beers).	66768	May 17, 2008
Bahrain	BALDUCCI'S	Balducci's Holdings LLC	Retail services.	66769	May 17, 2008

Bahrain	BALDUCCI'S	Balducci's Holdings LLC	Meat, fish, poultry and game; meat extracts; preserved, dried and cooked fruits and vegetables; jellies, jams, fruit sauces; eggs, milk and milk products, edible oils and fats; sandwiches; prepared meals.	66764	May 17, 2008
Bahrain	BALDUCCI'S	Balducci's Holdings LLC	Cafeteria and restaurant services.	66770	May 17, 2008