

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM708950

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bashas' Inc.		12/14/2021	Corporation: ARIZONA
RECEIVING PARTY DATA			
Name:	Raley's Arizona LLC		
Street Address:	22402 S. Basha Rd.		
City:	Chandler		
State/Country:	ARIZONA		
Postal Code:	85248		
Entity Type:	Limited Liability Company: ARIZONA		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	97105085	FIESTA	
Serial Number:	97105062	BASHAS'	
Serial Number:	75319454	BASHAS'	
Serial Number:	85257033	BASHAS' HOMETOWN GROCER	
Serial Number:	77290956	AJ'S FINE FOODS	
Serial Number:	77293209	AJ'S	
Serial Number:	88265608	FOR THE LOVE OF...	
Serial Number:	85181424	YOUR ARIZONA HOMETOWN GROCER	
Serial Number:	85263770	BASHAS' HEALTHSTYLES EAT SMART	
Serial Number:	86151444	DOS RANCHITOS	
Serial Number:	86969090		
Registration Number:	4545961	BUONA SERA	
CORRESPONDENCE DATA			
Fax Number:	6023826070		
<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:	602-382-6000		
Email:	sschahn@swlaw.com		
Correspondent Name:	Snell & Wilmer L.L.P.		
Address Line 1:	400 E. Van Buren St.		

CH \$315.00 97105085

Address Line 4:	Phoenix, ARIZONA 85004-2202
NAME OF SUBMITTER:	R. Lee Fraley
SIGNATURE:	/R. Lee Fraley/
DATE SIGNED:	02/17/2022
Total Attachments: 5 source=Intellectual Property Assignment Agreement_executed#page1.tif source=Intellectual Property Assignment Agreement_executed#page2.tif source=Intellectual Property Assignment Agreement_executed#page3.tif source=Intellectual Property Assignment Agreement_executed#page4.tif source=Intellectual Property Assignment Agreement_executed#page5.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**Agreement**”) is executed as of December 14, 2021 by Bashas’ Inc., an Arizona corporation, and GB Investments Inc., an Arizona corporation (collectively, “**Sellers**”), in connection with that certain Asset Purchase Agreement, dated as of September 24, 2021, as amended (the “**Purchase Agreement**”), by and among Sellers, Raley’s Arizona LLC, an Arizona limited liability company (“**Buyer**”), as assignee from Raley’s Holding Company, a California corporation, and the other parties, pursuant to which Sellers agreed to sell certain Intellectual Property Assets to Buyer. Capitalized terms not otherwise defined herein shall have the meaning given in the Purchase Agreement.

NOW, THEREFORE, in reliance on the representations and warranties, and in consideration of the mutual promises and agreements contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Sellers hereby irrevocably convey, transfer, and assign to Buyer, and Buyer hereby accepts, all of such Seller's right, title, and interest in and to the Intellectual Property Assets, which include:

(a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “**Patents**”);

(b) the trademark registrations and applications set forth in Schedule 2 hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) the copyright registrations and/or applications for registrations and/or exclusive copyright licenses set forth on Schedule 3 hereto and all issuances, extensions, and renewals thereof (the “**Copyrights**”);

(d) the domain name registrations and/or URLs set forth on Schedule 4 hereto and all goodwill associated therewith (the “**Domain Names**”);

(e) the social media account and handles set forth on Schedule 5 hereto and all goodwill associated therewith (the “**Social Media Accounts**”);

(f) all rights of any kind whatsoever of such Sellers accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(g) 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; and

(h) 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.

2. **Recordation and Further Actions.** Each of the Sellers hereby authorize the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, the Arizona Secretary of State Office and the officials of corresponding entities or agencies in any applicable jurisdictions, as applicable, to record and register this Agreement, and any and all State Trade Name Assignment Forms, upon request by Buyer and update ownership records for registrant to identify Buyer. Following the date hereof, upon Buyer's reasonable request, Sellers shall take any other reasonable steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Intellectual Property Assets to Buyer, or any assignee or successor thereto.

3. **Limitation.** Notwithstanding the foregoing, this Agreement is only intended to effectuate the assignment, sale and conveyance to Buyer all of Sellers' rights, title and interest in and to the Intellectual Property Assets, and nothing herein shall expand the rights, covenants, obligations, representations or warranties of Sellers or Buyer beyond what is provided for in the Purchase Agreement, and the terms of this Agreement shall be understood and construed accordingly. In the event of any conflict between the provisions hereof and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall govern and control.

4. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Arizona without giving effect to any choice or conflict of law provision or rule (whether of the State of Arizona or any other jurisdiction).

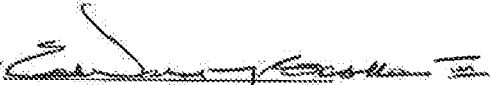
5. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

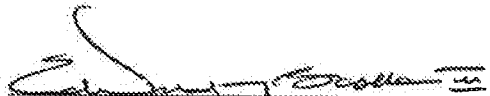
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

SELLERS:

BASHAS' INC.

By 
Name: Edward H. Bashas III
Title: President

GB INVESTMENTS INC.

By 
Name: Edward H. Bashas III
Title: President

BUYER:

RALEY'S ARIZONA LLC

By _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

SELLERS:

BASHAS' INC.

By _____

Name:

Title:

GB INVESTMENTS INC.

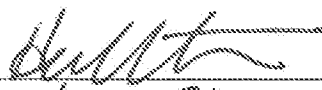
By _____

Name:

Title:

BUYER:

RALEY'S ARIZONA LLC

By  _____
Name: *Helen Singmaster*
Title: *Secretary*