

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM872754

<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>
Southeastern Grocers, Inc.		01/25/2024	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Winn-Dixie Stores, Inc.		
<b>Street Address:</b>	8928 Prominence Parkway		
<b>Internal Address:</b>	#200		
<b>City:</b>	Jacksonville		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	32256		
<b>Entity Type:</b>	Corporation: FLORIDA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5100361	FRESCO Y MAS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	212-728-8000		
<b>Email:</b>	ipdept@willkie.com		
<b>Correspondent Name:</b>	Matthew S. Makover		
<b>Address Line 1:</b>	787 Seventh Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10019		
<b>ATTORNEY DOCKET NUMBER:</b>	130341.00001		
<b>NAME OF SUBMITTER:</b>	Matthew S. Makover		
<b>SIGNATURE:</b>	/Matthew S. Makover/		
<b>DATE SIGNED:</b>	01/31/2024		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT, effective as of January 25, 2024 (“Assignment Agreement”), is made by and between Southeastern Grocers, Inc., a Delaware corporation (“Assignor”), and Winn-Dixie Stores, Inc., a Florida corporation (“Assignee”).

### W I T N E S S E T H:

WHEREAS, Assignor, an affiliate of Assignee, is the owner of all right, title and interest in and to the trademark registration set forth in Schedule A hereto, including the goodwill associated therewith (collectively, the “Trademark”);

WHEREAS, Assignor desires to assign, and Assignee desires to assume, the Trademark on the terms set forth herein;

WHEREAS, Assignor has agreed to execute and deliver this Assignment Agreement for filing with the United States Patent and Trademark Office, state trademark offices, and other corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Trademark Assignment. Assignor hereby irrevocably sells, transfers, assigns, conveys and delivers to Assignee, its successors and assigns, and the Assignee purchases and accepts from the Assignor, all right, title, and interest in and to the following (collectively, the “Assigned Trademark”): (a) the Trademark; (b) any claims and causes of action against a third party with respect to past, present or future infringement of the Trademark, including any rights to retain any damages recovered under any such claim or in any such action; and (c) all goodwill associated with the Trademark.

2. Recordation & Further Assurances. Assignor consents to recordation of this Assignment Agreement by Assignee, including with the United States Patent and Trademark Office or successor offices. Assignor further agrees to execute, at any time and from time to time upon the reasonable request and expense of the Assignee, such additional documents as the Assignee reasonably requests to register and otherwise give full effect to the rights of the Assignee under this Assignment Agreement in and to the Assigned Trademark, including all documents necessary to record in the name of the Assignee the assignment of the Assigned Trademark with the United States Patent and Trademark Office or similar foreign offices.

3. Governing Law. This Assignment Agreement, and the rights of the parties under this Assignment Agreement, shall be governed by and construed in accordance with the laws of the State of Delaware, that are applicable to contracts that are made in and to be fully performed in such state, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

The parties hereto hereby waive, to the fullest extent permitted by applicable law, any right to trial by jury with respect to any action or proceeding arising out of or relating to this Agreement.

4. Limitation on Warranties. The assignors under this Assignment Agreement are not making any representations or warranties, express or implied, as to the condition, quality, merchantability or fitness of any assigned asset pursuant to this Assignment.

5. Amendments and Waivers. Any provision of this Assignment Agreement may be amended or waived only with the prior written consent of each of the parties hereto.

6. Successors and Assigns. This Assignment Agreement is intended to bind and inure to the benefit of and be enforceable by the parties hereto and their respective successors, heirs and assigns. No party may assign this Agreement without the prior written consent of the other parties.

7. Headings. The section headings contained in this Assignment Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Assignment Agreement.

8. Counterparts. This Agreement may be executed (including by electronic mail or other electronic transmission) in separate counterparts, each of which will be deemed to be an original and all of which taken together will constitute one and the same agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

**ASSIGNOR:**

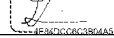
**SOUTHEASTERN GROCERS, INC.**

By:

Name:

Title:

DocuSigned by:

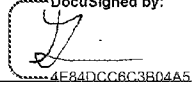
A stylized signature in black ink, appearing to read 'M. Sandlin Grimm', is written over a horizontal line.

M. Sandlin Grimm

Chief Legal Officer, Secretary

**ASSIGNEE:**

**WINN-DIXIE STORES, INC.**

By:   
Name: M. Sandlin Grimm  
Title: Chief Legal Officer, Secretary

SCHEDULE A

TRADEMARK

Mark	Serial Number	Filing Date	Registration Number	Registration Date	Jurisdiction
FRESCO Y MAS	87026906	5/5/2016	5100361	12/13/2016	U.S.