

12-7-00

FORM PTO-1618A Attorney Docket No: 100500/102693 U.S. Department of Commerce
 Expires 06/30/99 Patent and Trademark Office
 OMB 0651-0027 12-26-2000 TRADEMARK
 ET



TO: The Commissioner of Patents and Trademarks 101561791 document(s) or copy(ies).

Submission Type	Conveyance Type
<input checked="" type="checkbox"/> New <input type="checkbox"/> Resubmission Document ID # <input type="checkbox"/> Correction of PTO Error Reel # Frame # <input type="checkbox"/> Corrective Document Reel # Frame #	<input checked="" type="checkbox"/> Assignment <input type="checkbox"/> License <input type="checkbox"/> Security Agreement <input type="checkbox"/> Nunc Pro Tunc Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name Effective Date Month Day Year <input type="checkbox"/> Other

Conveying Party Mark if additional names of conveying parties attached

Name Ro-Jack's Food Stores, Inc. Execution Date
 Formerly Month Day Year

Individual General Partnership Limited Partnership Corporation Association
 Other
 Citizenship/State of Incorporation/Organization -- Massachusetts

2326218

Receiving Party Mark if additional names of receiving attached

Name Butson's Enterprise of Massachusetts, Inc.
 DBA/AKA/TA
 Composed of
 Address (line 1) C/o SUPERVALU, INC.
 Address (line 2) 11840 Valley View Road
 Address (line 3) City Eden Prairie State/Country MN Zip Code 55344

Individual General Partnership Limited Partnership
 Corporation Association
 Other
 Citizenship/State of Incorporation/Organization - Massachusetts

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

12/22/2000 MTHM11 00000278 2326218

FOR OFFICE USE ONLY

01 FC:481 40.00/DP
02 FC:482 75.00/DP

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 Director of U.S. Patent and Trademark Office, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002198 FRAME: 0873

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name
Address (line 1)
Address (line 2)
Address (line 3)
Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number (617) 570-1479

Name Robert M. O'Connell, Jr.
Address (line 1) Goodwin, Procter & Hoar LLP
Address (line 2) Exchange Place
Address (line 3) 53 State Street
Address (line 4) Boston, MA 02109-2881

Pages Enter the total number of pages of the attached conveyance document including any attachments.

6

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

2,326,218 2,209,288
2,209,289 2,209,290

Number of Properties

Enter the total number of properties involved

4

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 115.00

Method of Payment: Enclosed Deposit Account

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)

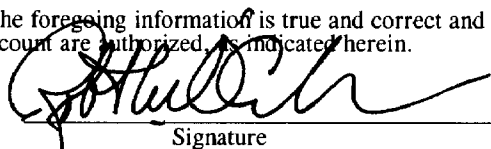
Deposit Account Number: # 07-1700

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Robert M. O'Connell, Jr.
Name and Person Signing



Signature

December 6, 2000
Date Signed

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is entered into this 5th day of December, 2000 by and between Ro-Jack's Food Stores, Inc., a Massachusetts corporation ("Assignor"), and Butson's Enterprise of Massachusetts, Inc. a Massachusetts corporation ("Assignee").

WHEREAS, Assignor is the owner of the trademarks, service marks and trade names set forth on Schedule 1 attached hereto and incorporated herein by this reference, including all applications or registrations therefore (the "Marks"); and

WHEREAS, Assignor and Assignee are parties, along with other parties, to an Agreement on Sale of Assets and Transfer of Certain Assets in Satisfaction of Certain Obligations (the "Asset Sale and Transfer Agreement") dated as of December 5, 2000, pursuant to which Assignor is transferring to Assignee substantially all of its assets and business, including all of the assets and business in and with which the Marks have been used; and

WHEREAS, the execution and delivery of this Assignment is a condition to the consummation of the transactions contemplated by the Asset Sale and Transfer Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and in the Asset Sale and Transfer Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby transfers, conveys, and assigns to Assignee, and Assignee hereby accepts from Assignor, all right, title, and interest in and to the Marks together with the goodwill of the business symbolized by the Marks, including all federal and state trademark registrations thereof and applications therefor. Assignee shall have the sole right to sue and collect damages and/or profits for both past and present infringements of the Marks.
2. Assignor shall make no further use of the Marks on or in connection with any goods or services, nor shall Assignor challenge Assignee's use of the Marks after the date of this Agreement.
3. Assignor represents and warrants (i) that it owns all right, title, and interest in and to the Marks together with the goodwill or the business symbolized by the Marks, including the federal and state trademark registrations thereof and applications therefor, free and clear of all Encumbrances (as defined in the Asset Sale and Transfer Agreement) and (ii) that it has not licensed the Marks to any other person or entity or granted any rights with respect to the Marks to any other person or entity other than affiliates of Assignor.
4. Assignee, at its own cost and expense, shall file a fully executed copy of this Assignment with the United States Patent and Trademark Office.


5. No modifications of or additions to this Assignment shall have effect unless in writing and properly executed by both parties, making specific reference to this Assignment by date, parties, and subject matter. This Assignment and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of laws principles. This Assignment may be executed in counterparts.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized representatives as of the day and year above written.

ASSIGNOR:

RO-JACK'S FOOD STORES, INC.

By: 
Name:
Title:

ASSIGNEE:

BUTSON'S ENTERPRISES OF MASSACHUSETTS, INC.

By: _____
Jerry Engstrand
Vice President

1.13CN1058793 2

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF SUFFOLK *BRISTOL*) SS.
)

On this 5TH day of December, 2000, before me personally appeared STEVEN HA GOPIAN, to me personally known, who, being by me duly sworn, did say that (s) he is the PRESIDENT of RO-JACK'S FOODSTORES, INC., a Massachusetts corporation, and that said instrument was signed and sealed on behalf of said corporation, by all necessary authority; and said STEVEN HA GOPIAN acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof, I have hereunto attached my hand and notarial seal, at the County and State aforesaid on the day and year last above written.

Anne Thetonia
Notary Public

ANNE THETONIA - NOTARY PUBLIC
MY COMMISSION EXPIRES DECEMBER 20, 2002

My Commission Expires: _____

LIBCN058793.2

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized representatives as of the day and year above written.

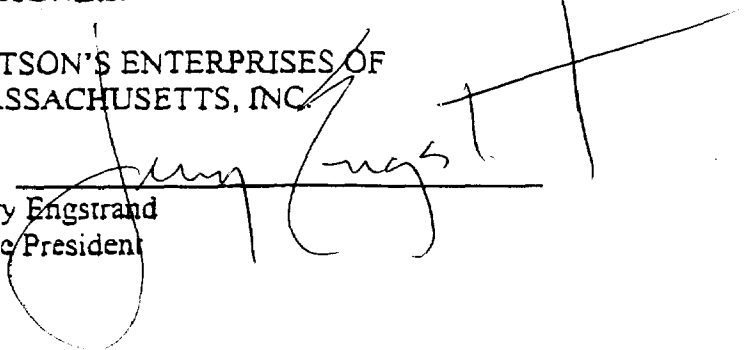
ASSIGNOR:

RO-JACK'S FOOD STORES, INC.

By: _____
Name:
Title:

ASSIGNEE:

BUTSON'S ENTERPRISES OF
MASSACHUSETTS, INC.

By: 
Jerry Engstrand
Vice President

SCHEDULE 1

MARKS

Mark	United States Registration Number	Registration Date
RO-JACK'S	2,326218	March 7, 2000
RO-JACK'S	2,209288	December 8, 1998
RO-JACK'S	2,209,289	December 8, 1998
RO-JACK'S	2,209,290	December 8, 1998