

05-16-2001



Form PTO-1594
1-31-92

101718017
TRADEMARKS ONLY

HEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Peapod, Inc. **5.7.01**

Individuals Association
 General Partnership - Limited Partnership
 Corporation - State: Delaware
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: Koninklijke Ahold NV
Internal Address: MAY - 7 2001
Street Address: Albert Heijnweg 1
City: 1507 EH Zaandam Country: The Netherlands

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation- _____
 Other Collateral Agent

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Interest Change of Name
 Other _____

Execution Date: April 2, 2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)

Trademark Registration No.(s)
Please see attached Schedule A

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Brian Jaenicke - Legal Assistant
Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas
City: New York State: NY ZIP: 10036

6. Total number of applications and registration involved **4**

7. Total fee (37 CFR 3.41): \$ 115.00
 Enclosed
 Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number:
(23-1705 in case of deficiency)
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Brian T. Jaenicke
Name of Person Signing

Brian T. Jaenicke Signature 4/2/01 Date
 Total number of pages comprising cover sheet: **1**

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

**Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

Schedule A**United States Pending Registration Applications**

Mark	Application No.
BEACON HOME MARKET	75/573,501
SCOTTY'S CLASSIC	75/573,352
SCOTTY'S DINER	75/573,387
SCOTTY'S HOME MARKET	75/572,512

COLLATERAL ASSIGNMENT OF TRADEMARKS,
SERVICE MARKS AND TRADE NAMES

WHEREAS, PEAPOD, INC. a Delaware corporation ("Assignor"), having its chief executive office at 9933 Woods Drive, Skokie, Illinois 60077, is the owner of all right, title and interest in and to the United States trademarks, service marks and trade names and United States trademark and service mark registrations and trade name, trademark and service mark applications set forth on Schedule A attached hereto (the "Trademarks, Service Marks, Trade Names and Registrations and Applications");

WHEREAS, the Assignor may be indebted to Koninklijke Ahold NV ("Assignee") for the principal amount of up to \$50,000,000.00 under a Credit Agreement (the "Credit Agreement") dated as of April 14, 2000 entered into by the Assignor with the Assignee; and

WHEREAS, to secure its obligations under the Credit Agreement, the Assignor wishes to assign to the Assignee, and to grant to the Assignee a security interest in and lien upon, the Trademarks, Service Marks, Trade Names and Registrations and Applications;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and subject to the terms and conditions of the Amended and Restated Collateral Assignment of Intellectual Property dated as of April 14, 2000, as from time to time amended, made by the Assignor in favor of the Assignee, the Assignor hereby assigns to the Assignee, and grants to the Assignee a security interest in and a lien upon, the Trademarks, Service Marks, Trade Names and Registrations and Applications to secure the Assignor's obligations and indebtedness under the Credit Agreement.

Date: 4/2/01

PEAPOD, INC.

By 

Name: Andrew S. Parkinson

Title: CFO

STATE OF Illinois)
)ss:
COUNTY OF Cook)

On this 2nd day of April, 2001, before me personally came Andrew B. Parkinson who being duly sworn, did depose and say that he is the CEO of PEAPOD, INC., the corporation described in and which executed the above instrument as Assignor, and that he signed his name thereto on behalf of, and pursuant to the authority granted by, said corporation.

Sharon L Rollings
Notary Public

