

07-30-2001

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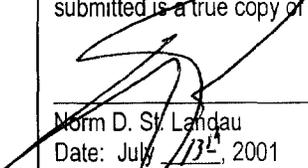
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DRINKER BIDDLE & REATH LLP

1500 K Street, N.W., Suite 1100

Washington, D.C. 20005-1209

(202) 842-8800

<p>1. NAME OF CONVEYING PARTY:</p> <p>JOHNSON OIL COMPANY, INC. An Indiana corporation</p> <p style="text-align: right; font-size: 1.5em;">07/16/01</p>	<p>2. NAME AND ADDRESS OF RECEIVING PARTY:</p> <p>BIGFOOT FOOD STORES LLC A Delaware limited-liability company c/o Alimentation Couche-Tard Inc. 1600, boulevard Saint-Martin est, Tour B, Suite 280 Vimon, Laval Quebec, Canada H7G 4S7</p>
<p>3. NATURE OF CONVEYANCE:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other</p> <p>3A. EXECUTION DATE: June 22, 2001 3B. EFFECTIVE DATE: June 22, 2001</p>	<p>2A. ASSIGNEE A FOREIGN ENTITY: Yes: ___ No: <u>X</u></p> <p>2B. DOMESTIC REPRESENTATIVE DESIGNATED: Yes: ___ No: <u>X</u></p>
<p>4A. TRADEMARK APPLICATION NOS.:</p> <p>Additional numbers attached?</p>	<p>4B. TRADEMARK REGISTRATION NO(S).:</p> <p>Reg. No. 1,955,559 – BIGFOOT</p> <p>Additional numbers attached? 9</p>
<p>Norm D. St. Landau, Esq. Drinker, Biddle & Reath LLP 1500 K Street, N.W., Suite 1100 Washington, D.C. 20005-1209</p>	
<p>6. TOTAL NUMBER OF TITLES: 10</p> <p>7. TOTAL FEE: \$265.00 – Check Enclosed</p> <p>8. CHARGE ADDITIONAL FEES TO: DEPOSIT ACCOUNT NO. 50-0573</p> <p>Our Ref: 32155.300</p>	<p>9. The undersigned declares to the best of his knowledge and belief that the information on this cover sheet is true and correct and any copy submitted is a true copy of the original document.</p> <p style="text-align: center;"></p> <p>Norm D. St. Landau Date: July <u>13th</u>, 2001 Page 1 of 4</p>

I hereby certify that the foregoing assignment is being deposited with the U.S. Postal Services, by First Class Mail, postage prepaid, addressed to Box: Assignments/Fee, The Honorable Commissioner for Trademarks, U.S. Patent and Trademark Office, 2900 Crystal Drive, Arlington, VA 22202-3513, this 13th day of July 2001



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01 FC:481 40.00 OP
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TRADEMARK
REEL: 002336 FRAME: 0417

TM

ASSIGNMENT

TO THE COMMISSIONER OF PATENTS AND TRADEMARKS:

WHEREAS **JOHNSON OIL COMPANY, INC.**, a corporation of Indiana, whose full post office address is **3855 Jonesville Road, COLUMBUS, Indiana 47201** (hereinafter referred to as the "Assignor") is the registered owner of the entire rights, title and interest in and to the trademarks identified in Appendix "A" (hereinafter referred to as the "trademarks");

WHEREAS **BIGFOOT FOOD STORES LLC**, a limited liability company of Delaware, whose full post office address is **c/o ALIMENTATION COUCHE-TARD INC., 1600, boulevard Saint-Martin est, Tour B, Suite 280, Vimont, LAVAL, Quebec, Canada H7G 4S7** (hereinafter referred to as the "Assignee") is desirous of acquiring the entire rights, titles and interest in the U.S.A. in and to the trademarks;

NOW, THEREFORE, the Assignor declares as follows:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby assigns and transfers to the Assignee, the entire rights, titles and interest in the U.S.A. in and to the trademarks, and the goodwill of the business in the U.S.A. associated therewith and symbolized thereby.

The Assignor further assigns to the Assignee the right to sue for past infringement and to recover and retain all damages and profits arising therefrom.

Assignor warrants that, upon the request of the Assignee and at Assignee's expenses, it shall execute all papers, make all rightful oaths, testify on behalf of Assignee, and do all other acts necessary to carry out the intent of this agreement, as well as to provide such other material, information and/or assistance as Assignee may consider necessary.

The assignment shall be binding upon the parties, their successors and/or assigns, and all others acting by, through, with or under their direction and all those in privity therewith.

SIGNED AT Indianapolis, State of Indiana

this ~~June~~ 22nd day of June 2001

JOHNSON OIL COMPANY, INC., an Indiana Corporation

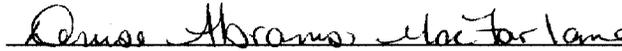
By:



Name : Richard L. Johnson, Jr.
Title : President

STATE OF INDIANA)
COUNTY OF Marion)

On this 22 day of June 2001, before me personally appeared Richard L. Johnson, Jr., to me known, who being by me duly sworn, did depose and say that he is the President of JOHNSON OIL COMPANY, INC., an Indiana Corporation, described in the foregoing Assignment document, which executed the foregoing Assignment document and that he signed his name thereto.


Notary Public

SIGNED AT Indianapolis, State of Indiana, this 22nd day of June 2001.

**BIGFOOT FOOD STORES LLC,
a limited liability company of Delaware**

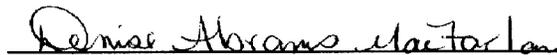
By:



Name : Richard Fortin
Title : Executive Vice-President and Chief Financial Officer

STATE OF INDIANA)
COUNTY OF Marion)

On this 22nd day of June 2001, before me personally appeared Richard Fortin, to me known, who being by me duly sworn, did depose and say that he is the Executive Vice President and Chief Financial Officer of BIGFOOT FOOD STORES LLC, a limited liability company of Delaware, described in the foregoing Assignment document, which executed the foregoing Assignment document and that he signed his name thereto.


Notary Public

APPENDIX "A"

<u>Trademark</u>	<u>Application No.</u>	<u>Registration No.</u>
BIGFOOT (word)	74-456,795	1,955,559
BIGFOOT (word)	74-689,261	2,050,270
STOMP IN AND WIN (word)	75-128,912	2,065,159
BIGFOOT BUCKET (word)	75-151,492	2,174,273
BIGFOOT SNAX (word)	75-128,911	2,097,156
BIGFOOT'S WATERING HOLE (word)	74-659,900	2,056,629
BIGFOOT (word)	75-203,147	2,105,542
BIGFOOT (word)	73-732,164	1,553,316
DESIGN OF A BIGFOOT	74-438,667	1,842,185
DESIGN OF A BIGFOOT	74-456,794	1,878,107