

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Giant Food Stores, LLC		11/24/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Clemens Foundation		
Street Address:	One Towamencin Corporate Center		
Internal Address:	1555 Bustard Road, P.O. Box 1555		
City:	Kulpsville		
State/Country:	PENNSYLVANIA		
Postal Code:	19443		
Entity Type:	not-for-profit corporation: PENNSYLVANIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1478083	CLEMENS	
Registration Number:	1765109	CLEMENS MARKETS	
Registration Number:	2642686		
CORRESPONDENCE DATA			
Fax Number:	(610)397-0450		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6103977984		
Email:	sbarag@foxrothschild.com		
Correspondent Name:	Anton P. Ness		
Address Line 1:	10 Sentry Parkway, Suite 200		
Address Line 2:	Fox Rothschild LLP		
Address Line 4:	Blue Bell, PENNSYLVANIA 19422		
ATTORNEY DOCKET NUMBER:	14674.00213		

CH \$90.00 1478083

NAME OF SUBMITTER:	Anton P. Ness
Signature:	/Anton P. Ness/
Date:	11/26/2008
Total Attachments: 5 source=LN1-#948647-v1-pdf_Executed_Clemens_Giant_Assignment_of_Trademarks_11_24_08#page1.tif source=LN1-#948647-v1-pdf_Executed_Clemens_Giant_Assignment_of_Trademarks_11_24_08#page2.tif source=LN1-#948647-v1-pdf_Executed_Clemens_Giant_Assignment_of_Trademarks_11_24_08#page3.tif source=LN1-#948647-v1-pdf_Executed_Clemens_Giant_Assignment_of_Trademarks_11_24_08#page4.tif source=LN1-#948647-v1-pdf_Executed_Clemens_Giant_Assignment_of_Trademarks_11_24_08#page5.tif	

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment") is made as of the 24th day of November, 2008, by GIANT FOOD STORES, LLC, a Delaware limited liability company, with its principal place of business at 1149 Harrisburg Pike, Carlisle, PA 17103 ("Assignor"), in favor of CLEMENS FOUNDATION, a Pennsylvania not-for-profit corporation, with its principal place of business at One Towamencin Corporate Center, 1555 Bustard Road, P.O. Box 1555, Kulpsville, PA 19443 ("Assignee").

BACKGROUND

A. Assignor purchased and acquired those certain Trademarks, described in Exhibit "A" hereto (the "Trademarks"), pursuant to that certain Asset Purchase Agreement dated September 5, 2006, as amended (the "APA"), by and among Assignor, as buyer and Clemens Markets, Inc., a Pennsylvania corporation, and its affiliated and subsidiary entities named in the APA (together, "CMI et al"), as sellers.

B. In order to set forth and confirm the terms and conditions of the settlement and resolution of disputes agreed to by Assignor and CMI et al, which disputes have arisen between Assignor and CMI et al under the APA, Assignor and CMI et al have entered into a certain Settlement Agreement and Release of even date herewith (the "Settlement Agreement").

C. Pursuant to the Settlement Agreement, and at the direction and instruction of CMI et al therein contained, Assignor has agreed to sell, assign, transfer, grant and convey to Assignee all right, title and interest of Assignor in, to and/or under the Trademarks, and to execute such instruments, as Assignee may reasonably request, in order to more effectively effectuate such transaction.

D. In accordance with the Settlement Agreement, by this Assignment Assignor desires to sell, assign, transfer, grant and convey to Assignee, and Assignee desires to take and accept the sale, assignment, transfer, grant and conveyance from Assignor, of all of Assignor's right, title and interest in, to and/or under the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby agrees to and does sell, assign, transfer, grant and convey to Assignee, and Assignee hereby takes and accepts the sale, assignment, transfer, grant and conveyance by Assignor of, all of Assignor's right, title and interest in, to and/or under the Trademarks, together with all of the goodwill associated therewith and/or which is symbolized thereby, including, without limitation, the rights to sue for infringement of the Trademarks, whether arising prior to and/or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under any laws now and/or hereafter in effect in any of the United States, in the United States and/or in any other jurisdiction, the same to be held, owned and enjoyed by Assignee from and after the date hereof as fully, completely and entirely as the same has been, is and/or would have been held and enjoyed by Assignor had this Assignment not been made.

2. Assignee hereby agrees to and does take and accept from Assignor the sale assignment, transfer, grant and conveyance of all of Assignor's right, title and interest in, to and/or under the Trademarks, together with all of the goodwill associated therewith and/or which is symbolized thereby, including, without limitation, the rights to sue for infringement of the Trademarks, whether arising prior to and/or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under any laws now and/or hereafter in effect in any of the United States, in the United States and/or in any other jurisdiction, the same to be held, owned and enjoyed by Assignee from and after the date hereof as fully, completely and entirely as the same has been, is and/or would have been held and enjoyed by Assignor had this Assignment not been made.

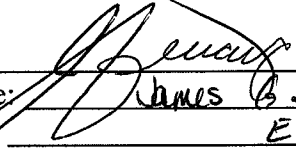
3. This Assignment is and shall be binding upon Assignor, Assignee and their respective successors and assigns.

4. This Assignment shall be construed under Pennsylvania law. This Assignment was jointly drafted by Assignor and Assignee and their respective counsel; hence, if there is required any construction or interpretation of this Assignment, the same shall not be construed against either Assignor or Assignee as drafter. Assignor and Assignee represent and warrant to each other that it has full authority to enter this Assignment and to consummate the matters contemplated hereby.

IN WITNESS WHEREOF, each of Assignor and Assignee has caused its respective duly authorized officer to execute this Assignment as of the date first above written, intending to be legally bound hereby.

ASSIGNOR:

GIANT FOOD STORES, LLC

By: 
Name: James B. Ferraro
Title: EVP
[CORPORATE SEAL]

ASSIGNEE:

CLEMENS FOUNDATION

By: _____
Name: _____
Title: _____
[CORPORATE SEAL]

2. Assignee hereby agrees to and does take and accept from Assignor the sale assignment, transfer, grant and conveyance of all of Assignor's right, title and interest in, to and/or under the Trademarks, together with all of the goodwill associated therewith and/or which is symbolized thereby, including, without limitation, the rights to sue for infringement of the Trademarks, whether arising prior to and/or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under any laws now and/or hereafter in effect in any of the United States, in the United States and/or in any other jurisdiction, the same to be held, owned and enjoyed by Assignee from and after the date hereof as fully, completely and entirely as the same has been, is and/or would have been held and enjoyed by Assignor had this Assignment not been made.

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ASSIGNOR:

GIANT FOOD STORES, LLC

By: _____
Name: James G. Ferraro
Title: EVP
[CORPORATE SEAL]

ASSIGNEE:

CLEMENS FOUNDATION

By: _____
Name: _____
Title: _____
[CORPORATE SEAL]

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ASSIGNOR:

GIANT FOOD STORES, LLC

By: _____

Name: _____

Title: _____

[CORPORATE SEAL]

ASSIGNEE:

CLEMENS FOUNDATION


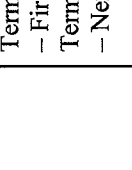
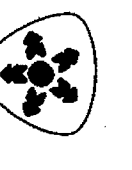
By: Jack Clemens

Name: JACK CLEMENS

Title: PRESIDENT

[CORPORATE SEAL]

EXHIBIT "A"

MARK/SYMBOL AND PATENT	GOODS/ SERVICES; INT'L CLASS OR REG. #	STATUS PRIOR TO TRANSACTION CONTEMPLATED BY THE APA	NAME/ADDRESS OF PROPOSED ASSIGNEE
MARK/SYMBOL "CLEMENS" [and Snowflake Design] – ® 	Class 42: Retail grocery store services	(formerly in the name of Clem-Del, Inc.) – Registration No. 1,478,083 – Registration Date – 2/23/1988 (20 Year Term) – Renewal Due by 2/23/2008	Clemens Foundation, a PA not-for-profit corporation, with an address at: One Towamencin Corporate Center 1555 Bustard Road P.O. Box 1555 Kulpsville, PA 19443
MARK/SYMBOL "CLEMENS MARKETS" [and Snowflake Design] – ® 	Class 42: Retail grocery store services	(formerly in the name of Clem-Del, Inc.) – Registration No. 1,765,109 – Registration Date – 4/13/1993 (10 Year Term) – First Renewal – 4/13/2003 (10 Year Term) – Next Renewal Due by 4/13/2013	Clemens Foundation, a PA not-for-profit corporation, with an address at: One Towamencin Corporate Center 1555 Bustard Road P.O. Box 1555 Kulpsville, PA 19443
MARK/SYMBOL [Snowflake Design] – ® 	Class 35: Retail grocery store services	(formerly in the name of Clem-Del, Inc.) – Registration No. 2,642,686 – Registration Date – 10/29/2002 (10 Year Term) – Declaration Under Sections 8 & 15 Due by 12/29/2008 – Renewal Due by 10/29/2012	Clemens Foundation, a PA not-for-profit corporation, with an address at: One Towamencin Corporate Center 1555 Bustard Road P.O. Box 1555 Kulpsville, PA 19443