

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
Bag 'N Save, Inc.		03/30/2012	CORPORATION: NEBRASKA
RECEIVING PARTY DATA			
Name:	U Save Foods, Inc.		
Street Address:	7600 France Avenue South		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55440		
Entity Type:	CORPORATION: NEBRASKA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3027928	BAG 'N SAVE	
CORRESPONDENCE DATA			
Fax Number:	6123329081		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	mklausen@merchantgould.com		
Correspondent Name:	John. A Clifford		
Address Line 1:	P.O. Box 2910		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	01183.256US01		
NAME OF SUBMITTER:	John A. Clifford		
Signature:	/John A. Clifford/		
Date:	10/24/2012		
Total Attachments: 1 source=Bag'n'save assignment 3027928#page1.tif			

OP \$40.00 3027928

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made and entered into effective April 3 2012, by Bag 'N Save, Inc., a Nebraska corporation ("Assignor"), having an address of 4347 South 96th Street, Omaha, Nebraska 68127, and U Save Foods, Inc., a Nebraska corporation ("Assignee"), having an address of 7600 France Avenue South, Minneapolis, MN 55440.

WHEREAS, Assignor is the owner of the trademark "BAG 'N SAVE" (the "Trademark") which is registered in the United States Patent and Trademark Office as Registration No. 3,027,928, dated December 13, 2005.

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in and to the Trademark.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, ASSIGNOR hereby assigns to ASSIGNEE all right, title and interest in and to the Trademark, together with the goodwill of the business symbolized by the Trademark, all applications and registrations therefor, and all claims for damages arising out of or relating to past or continuing infringements thereof, if any, with the right to sue for and collect such damages.

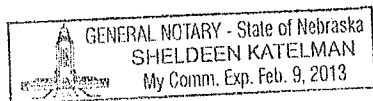
Assignor hereby covenants that it has full right, power and authority and has been duly authorized to convey the right, title and interest herein assigned, and that it has not and will not execute any agreement in conflict herewith. Assignor further covenants that, when requested, it will, without charge to Assignee, execute all documents and take all such further actions as may be necessary, desirable or convenient to enable Assignee to obtain, maintain and enforce its rights and interest in and to the Trademark in any and all countries.

Bag 'N Save, Inc., Assignor

By: Leon Shrago
Leon Shrago, Chairman

State of Nebraska)
) ss.
County of Douglas)

On this 30 day of March, 2012, before a Notary Public in and for the country and state aforesaid, appeared Leon Shrago, to me personally known to be the signer of the foregoing instrument, and acknowledged execution of said instrument as a free and voluntary act for the uses and purposes therein expressed.



Sheldon Katelman
Notary Public