TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM382647

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Associated Food Stores, Inc.		04/21/2016	Corporation:

RECEIVING PARTY DATA

Name:	Lin's Supermarkets, Inc.
Doing Business As:	Lin's Marketplace
Street Address:	1850 West 2100 South
City:	Salt Lake City
State/Country:	UTAH
Postal Code:	84119
Entity Type:	Corporation: UTAH

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	86949002	LIN'S TO GO
Serial Number:	86949015	LIN'S TO GO

CORRESPONDENCE DATA

Fax Number: 8014153500

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

(801) 415-3000 Phone: Email: ipmail@djplaw.com **Correspondent Name:** Gretta C. Spendlove

111 E. Broadway, Suite 900 Address Line 1: Address Line 4: Salt Lake City, UTAH 84111

ATTORNEY DOCKET NUMBER:	2504-1059
NAME OF SUBMITTER:	Gretta C. Spendlove
SIGNATURE:	/Gretta C. Spendlove/
DATE SIGNED:	05/02/2016

Total Attachments: 2

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> TRADEMARK REEL: 005782 FRAME: 0165

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Agreement") is entered into by and between Associated Food Stores, Inc., a Utah corporation ("Assignor"), and Lin's Supermarkets, Inc., a Utah corporation ("Assignee").

WHEREAS, Assignor has adopted, used and is using, and is the owner of all right, title, and interest in and to the trademarks identified on Exhibit "A" attached hereto (collectively, the "Trademarks"), along with the applications for registration of those Trademarks (the "Trademark Applications") identified on Exhibit "A", and has developed goodwill of the business symbolized by and associated with the Trademarks (the "Goodwill"); and

WHEREAS, Assignee desires to acquire the entire right, title, and interest in and to the Trademarks and the Trademark Applications identified on Exhibit "A", along with any and all Goodwill.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee the entire right, title, and interest in and to the Trademarks, the Trademark Applications, and the Goodwill.

Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and authorized officials in countries outside of the United States of America, to grant and maintain trademark registrations to Assignee as the owner of the entire right, title, and interest in and to the Trademarks, the Trademark Applications, and the Goodwill, for the sole use and enjoyment of Assignee, its successors, and assigns.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

This Agreement shall be binding upon the successors and legal representatives of Assignor and is dated effective as of April 2/, 2016.

AFFIRMED as of the \mathcal{A}/\mathcal{A} day of April, 2016.

ASSOCIATED	FOOD	STORES,	INC.
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a Utah corporation

LIN'S SUPERMARKETS, INC.

a Utah corporation

EXHIBIT "A"

For Assignment from Associated Food Stores, Inc. to Lin's Supermarket, Inc.

Trademark Name	Application Date	Serial Number	
LIN'S TO GO (Word Mark)	3/22/2016	86949002	
LIN'S TO GO (Design Mark)	3/22/2016	86949015	

SLC_2737517

TRADEMARK REEL: 005782 FRAME: 0167

RECORDED: 05/02/2016