

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Great Atlantic & Pacific Tea Company, Inc.		12/03/2007	CORPORATION: MARYLAND
APW Supermarkets, Inc.		12/03/2007	CORPORATION: NEW YORK
Compass Foods, Inc.		12/03/2007	CORPORATION: DELAWARE
Food Basics, Inc.		12/03/2007	CORPORATION: DELAWARE
Hopelawn Property I, Inc.		12/03/2007	CORPORATION: DELAWARE
Lo-Lo Discount Stores, Inc.		12/03/2007	CORPORATION: TEXAS
McLean Avenue Plaza Corp.		12/03/2007	CORPORATION: NEW YORK
Shopwell, Inc.		12/03/2007	CORPORATION: DELAWARE
Super Fresh Food Markets, Inc.		12/03/2007	CORPORATION: DELAWARE
Super Fresh/Sav -A- Center, Inc.		12/03/2007	CORPORATION: DELAWARE
Super Market Service Corp.		12/03/2007	CORPORATION: PENNSYLVANIA
Super Plus Food Warehouse, Inc.		12/03/2007	CORPORATION: DELAWARE
Tradewell Foods of Conn., Inc.		12/03/2007	CORPORATION: CONNECTICUT
Waldbaum, Inc.		12/03/2007	CORPORATION: NEW YORK
Pathmark Stores, Inc.		12/03/2007	CORPORATION: DELAWARE
AAL Realty Corp.		12/03/2007	CORPORATION: NEW YORK
Bergen Street Pathmark, Inc.		12/03/2007	CORPORATION: NEW JERSEY
Bridge Stuart Inc.		12/03/2007	CORPORATION: NEW YORK
East Brunswick Stuart LLC		12/03/2007	LIMITED LIABILITY COMPANY: DELAWARE
Lancaster Pike Stuart, LLC		12/03/2007	LIMITED LIABILITY COMPANY: DELAWARE
MacDade Boulevard Stuart, LLC		12/03/2007	LIMITED LIABILITY COMPANY: DELAWARE
Plainbridge LLC		12/03/2007	LIMITED LIABILITY COMPANY: DELAWARE
Upper Darby Stuart, LLC		12/03/2007	LIMITED LIABILITY COMPANY: DELAWARE
ANP Properties I Corp.		12/03/2007	CORPORATION: DELAWARE
Big Star Inc.		12/03/2007	CORPORATION: GEORGIA

CH \$2240.00 1304288

Family Center, Inc.		12/03/2007	CORPORATION: DELAWARE
Futurestore Food Markets, Inc.		12/03/2007	CORPORATION: DELAWARE
Kwik Save, Inc.		12/03/2007	CORPORATION: PENNSYLVANIA
Limited Foods, Inc.		12/03/2007	CORPORATION: DELAWARE
Montvale Holdings, Inc.		12/03/2007	CORPORATION: NEW JERSEY
Richmond Twice, Incorporated		12/03/2007	CORPORATION: DELAWARE
Super Fresh Food Markets of Maryland, Inc.		12/03/2007	CORPORATION: MARYLAND
Super Fresh Food Markets of Virginia, Inc.		12/03/2007	CORPORATION: DELAWARE
Supermarket Distribution Services, Inc.		12/03/2007	CORPORATION: DELAWARE
2008 Broadway, Inc.		12/03/2007	CORPORATION: NEW YORK
1046 Yonkers Ave. Corp.		12/03/2007	CORPORATION: NEW YORK
111 North Avenue Realty Corp.		12/03/2007	CORPORATION: NEW YORK
Clay-Park Realty Co., Inc.		12/03/2007	CORPORATION: NEW YORK
Delaware County Dairies, Inc.		12/03/2007	CORPORATION: NEW YORK
Gramatan Foodtown Corp.		12/03/2007	CORPORATION: NEW YORK
Shopwell, Inc. (MA)		12/03/2007	CORPORATION: MASSACHUSETTS
Shopwell, Inc. (New Jersey)		12/03/2007	CORPORATION: NEW JERSEY
The Food Emporium, Inc. (NY)		12/03/2007	CORPORATION: NEW YORK
The Food Emporium, Inc. (DE)		12/03/2007	CORPORATION: DELAWARE
The Food Emporium, Inc. (NJ)		12/03/2007	CORPORATION: NEW JERSEY
APW Supermarket Corporation		12/03/2007	CORPORATION: DELAWARE
The Meadows Plaza Development Corp.		12/03/2007	CORPORATION: NEW YORK
Borman's, Inc.		12/03/2007	CORPORATION: DELAWARE
Bev, Ltd.		12/03/2007	Limited: DELAWARE
Farmer Jack Pharmacies, Inc.		12/03/2007	CORPORATION: MICHIGAN
Farmer Jack's of Ohio, Inc.		12/03/2007	CORPORATION: OHIO
S E G Stores, Inc.		12/03/2007	CORPORATION: DELAWARE
Kohl's Food Stores, Inc.		12/03/2007	CORPORATION: WISCONSIN
The South Dakota Great Atlantic & Pacific Tea Co., Inc.		12/03/2007	CORPORATION: SOUTH DAKOTA
The Wine Emporium, Inc.		12/03/2007	CORPORATION: CONNECTICUT
Spring Lane Produce Corp.		12/03/2007	CORPORATION: NEW YORK
Adbrett Corp.		12/03/2007	CORPORATION: DELAWARE
Milik Service Company, LLC		12/03/2007	LIMITED LIABILITY COMPANY: VIRGINIA
Supermarkets Oil Company, Inc.		12/03/2007	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

TRADEMARK

REEL: 003688 FRAME: 0140

Name:	Bank of America, N.A., As Collateral Agent
Street Address:	100 Federal Street
Internal Address:	9th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 89

Property Type	Number	Word Mark
Registration Number:	1304288	A&P
Registration Number:	2713141	A&P
Registration Number:	3118336	AMAZE AWAY
Registration Number:	2019444	AMERICA'S CHOICE
Registration Number:	1861428	AMERICA'S CHOICE
Registration Number:	1860494	AMERICA'S CHOICE
Registration Number:	2425385	AMERICA'S CHOICE
Registration Number:	1384513	AMERICA'S CHOICE
Registration Number:	3007194	AMERICA'S CHOICE
Registration Number:	2983134	AMERICA'S CHOICE
Registration Number:	507581	ANN PAGE
Registration Number:	2861651	ATHENA
Registration Number:	3189114	AW'SOME O'S
Registration Number:	2884450	BASICS
Registration Number:	3172122	BEEF BEYOND BELIEF
Registration Number:	2808673	BRILLIANT BUBBLES
Registration Number:	2861650	CONCORDE
Registration Number:	2934844	EASY BRIGHT NIGHT
Registration Number:	2680997	EXPRESS YOURSELF
Registration Number:	1479128	FARMER JACK
Registration Number:	2723648	FE
Registration Number:	2874722	
Registration Number:	2881606	FEEL LIKE A TRUE GOURMET!
Registration Number:	2726744	FOOD BASICS
Registration Number:	2766316	FOOD BASICS LOWER PRICES EVERY DAY!!!
Registration Number:	3059403	FOR GOODNESS SHAKE

Registration Number:	2942219	FRESH CHALLENGE
Registration Number:	2989404	GIVE YOURSELF ANOTHER CHOICE
Registration Number:	1232381	HEALTH PRIDE
Registration Number:	3081109	I LOVE THIS STORE!
Registration Number:	2857946	MASTER CHOICE
Registration Number:	2073501	MASTER CHOICE MC
Registration Number:	1519019	MASTER-CHOICE-MC
Registration Number:	1182561	
Registration Number:	855682	PINK AHOY
Registration Number:	2924218	RED ALARM
Registration Number:	1412706	SAV-A-CENTER
Registration Number:	3062628	SPLISH SPLASH
Registration Number:	2085126	SUPER FRESH
Registration Number:	2527933	SUPERMARKET OF CHOICE
Registration Number:	2685875	THE FOOD EMPORIUM
Registration Number:	2741163	THE FOOD EMPORIUM
Registration Number:	2761287	THE VERY BEST... JUST FOR YOU!
Registration Number:	3115079	TORNADO SPLASH
Registration Number:	3132890	ULTRA XTREME
Registration Number:	3111361	WE'RE THINKING FRESH
Registration Number:	0854358	PATHMARK
Registration Number:	856671	PATHMARK
Registration Number:	869880	PATH MARK
Registration Number:	870210	PATHMARK
Registration Number:	870223	PATHMARK
Registration Number:	870501	PATHMARK
Registration Number:	870754	PATHMARK
Registration Number:	870817	PATHMARK
Registration Number:	1484650	PATHMARK
Registration Number:	2677310	PATHMARK
Registration Number:	919137	PATHMARK
Registration Number:	1034492	PATHMARK
Registration Number:	1086677	CHEFMARK
Registration Number:	1196041	NO FRILLS
Registration Number:	1922594	BIG DEALS

Registration Number:	2609325	
Registration Number:	2800401	BEYOND THE SHELF
Registration Number:	3158364	A TASTE OF ELEGANCE
Registration Number:	3240786	PATHMARK. HELPING HANDS IN THE COMMUNITY
Serial Number:	78813067	BUILD A CAKE
Serial Number:	78385991	CLUB SUPER FRESH
Serial Number:	78692338	JANE PARKER
Serial Number:	77185924	LIVE BETTER WELLNESS CLUB
Serial Number:	77185766	LIVE BETTER! WELLNESS CLUB
Serial Number:	78942221	MORE
Serial Number:	78953659	MORE.
Serial Number:	78953732	MORE.
Serial Number:	77323811	WALDBAUM'S
Serial Number:	78759420	NATURE'S MARK
Serial Number:	78860925	SMART PRICE
Serial Number:	77017967	GO FRESH GO LOCAL
Serial Number:	77023517	MI FAMILIA
Serial Number:	77057971	HYBREED
Serial Number:	77058024	HYBREED BASIC
Serial Number:	77058034	HYBREED PROVANTAGE
Serial Number:	77058043	LULLA-BEES
Serial Number:	77058057	LULLA-BEES
Serial Number:	77058072	LULLA-BEES
Serial Number:	77114803	PATHMARK PARLOR FAVORITES
Serial Number:	77147430	CHELSEA BAKERS CAKES · PIES · BREAD FRESH DAILY
Serial Number:	78514359	PATHMARK HELPING HANDS IN THE COMMUNITY
Serial Number:	77238408	PATHMARK CHEF CREATIONS
Serial Number:	77147332	CHELSEA BAKERS

CORRESPONDENCE DATA

Fax Number: (703)415-1557

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 703-415-1555

Email: mail@specializedpatent.com

Correspondent Name: Christopher E. Kondracki

Address Line 1: 2001 Jefferson Davis, Hwy., Suite 1007

Address Line 4: Arlington, VIRGINIA 22202

TRADEMARK

REEL: 003688 FRAME: 0143

ATTORNEY DOCKET NUMBER:	7120805
NAME OF SUBMITTER:	Christopher E. Kondracki
Signature:	/Christopher E. Kondracki/
Date:	01/02/2008

Total Attachments: 18

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NOTICE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This NOTICE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY, dated as of December 3, 2007 (this "Notice"), is made by and among (i) THE GREAT ATLANTIC & PACIFIC TEA COMPANY, INC. (the "Company"), a Maryland corporation, (ii) each subsidiary of the Company listed on Schedule I attached hereto (each such subsidiary individually a "Borrower" and collectively, the "Borrowers"), (iii) each subsidiary of the Company listed on Schedule II attached hereto (each such subsidiary individually a "Guarantor" and collectively, the "Guarantors") (the Company, the Borrowers and the Guarantors are hereinafter referred to, collectively, as the "Grantors"), and (iv) BANK OF AMERICA, N.A., a national banking association, as collateral agent (in such capacity, the "Collateral Agent") for its own benefit and the benefit of the other Secured Parties (as defined in the Security Agreement referred to below), in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

WITNESSETH:

WHEREAS, Grantors are party to a Credit Agreement, dated as of the date hereof, in favor of the Collateral Agent and the Secured Parties (as amended, restated or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, Grantors are party to a Security Agreement, dated as of the date hereof, in favor of the Collateral Agent and the Secured Parties (as amended, restated, or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors have executed and delivered this Notice for the purpose of recording and confirming the grant of the security interest of the Collateral Agent in the Intellectual Property (as defined below) with the United States Patent and Trademark Office ("PTO") and/or the United States Copyright Office;

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth herein and in the Security Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors and the Collateral Agent, on its own behalf and on behalf of the other Secured Parties (and each of their respective successors or assigns), hereby agree as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms used herein have the meaning given to them in the Security Agreement. The following terms shall have the following meanings:

"Copyrights" shall have the meaning given in the Security Agreement and shall include the copyrights set forth on Exhibit A.

"Intellectual Property" shall mean all intellectual and similar property of any Grantor of every kind and nature now owned or hereafter acquired by any Grantor, including inventions, designs, Patents (as defined herein), Copyrights (as defined herein), Licenses, Trademarks (as

defined herein), trade secrets, technology, confidential or proprietary technical and business information, know-how, show-how, data or information, domain names, mask works, customer lists, vendor lists, subscription lists, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

“Patents” shall have the meaning given in the Security Agreement and shall include the patents set forth on Exhibit B.

“Trademarks” shall have the meaning given in the Security Agreement and shall include the trademarks set forth on Exhibit C.

SECTION 2. Grant of Security Interest. In furtherance and as confirmation of the Security Interest granted by the Grantors to the Collateral Agent (for its own benefit and the benefit of the other Secured Parties) under the Security Agreement, and as further security for the payment or performance, as the case may be, in full of the Obligations, each of the Grantors hereby ratifies such Security Interest and grants to the Collateral Agent (for its own benefit and the benefit of the other Secured Parties) a continuing security interest, in all of the present and future right, title and interest of such Grantor in, to and under its Intellectual Property, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions thereof, including any claim by Grantors against third parties for past, present, or future infringement, dilution, misappropriation, violation, or unfair competition with any Intellectual Property (collectively, the “Intellectual Property Collateral”).

SECTION 3. Intent. This Notice is being executed and delivered by the Grantors for the purpose of recording and confirming the grant of the security interest of the Collateral Agent in the Intellectual Property Collateral with the United States Patent and Trademark Office and/or the United States Copyright Office. It is intended that the security interest granted pursuant to this Notice is granted in conjunction with, and not in addition to or limitation of, the Security Interest granted to the Collateral Agent, for its own benefit and the benefit of the other Secured Parties, under the Security Agreement. All provisions of the Security Agreement shall apply to the Intellectual Property Collateral. The Collateral Agent shall have the same rights, remedies, powers, privileges and discretions with respect to the security interests created in the Intellectual Property Collateral as in all other Collateral. In the event of a conflict between this Notice and the Security Agreement, the terms of the Security Agreement shall control.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Patents, the Register of Copyrights, and the Commissioner for Trademarks and any other applicable government officer record this Notice.

SECTION 5. Collateral Agent As Attorney-In-Fact. Each of the Grantors hereby irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as and for such Grantor’s true and lawful agent and attorney-in-fact in accordance with Section 5.03 of the Security Agreement:

- (a) To supplement and amend from time to time EXHIBITS A, B and C of this notice to include any newly developed, applied for, registered, or acquired Intellectual Property of such Grantor and any intent-to-use Trademark applications for which a statement of use or an amendment to allege use has been filed and accepted by the PTO.
- (b) To execute all such instruments, documents, and papers as the Collateral Agent reasonably determines to be necessary or desirable in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Intellectual Property.


SECTION 6. Termination; Release of Intellectual Property Collateral . Upon termination of the Security Interest in the Intellectual Property Collateral in accordance with the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor, at such Grantor's expense, an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Intellectual Property Collateral under this Notice. Any execution and delivery of termination statements, releases or other documents pursuant to this SECTION 5 shall be without recourse to, or warranty by, the Collateral Agent or any other Secured Party.

[SIGNATURE PAGE FOLLOWS]

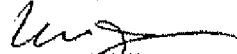
IN WITNESS WHEREOF, the Grantors and the Collateral Agent have caused this Notice to be executed by their duly authorized officers as of the date first above written.

GRANTORS:


THE GREAT ATLANTIC & PACIFIC TEA COMPANY,
INC.

By: 
Name: William Moss
Title: Vice President and Treasurer


EACH OF THE SUBSIDIARY GRANTORS LISTED ON
ANNEX A HERETO

By: 
Name: William Moss
Title: Vice President

EACH OF THE SUBSIDIARY GRANTORS LISTED ON
ANNEX B HERETO

By: 
Name: William Moss
Title: Senior Vice President

EACH OF THE SUBSIDIARY GRANTORS LISTED ON
ANNEX C HERETO

By: 
Name: Christopher McGarry
Title: Vice President

[Notice of Intellectual Property Security Agreement]

ANNEX A

SUBSIDIARY GRANTORS

APW SUPERMARKETS, INC.
COMPASS FOODS, INC.
FOOD BASICS, INC.
HOPELAWN PROPERTY I, INC.
MCLEAN AVENUE PLAZA CORP.
SHOPWELL, INC.
SUPER FRESH FOOD MARKETS, INC.
SUPER FRESH/SAV-A-CENTER, INC.
SUPER MARKET SERVICE CORP.
SUPER PLUS FOOD WAREHOUSE, INC.
TRADEWELL FOODS OF CONN., INC.
WALDBAUM, INC.
ANP PROPERTIES I CORP.
BIG STAR INC.
FAMILY CENTER, INC.
FUTURESTORE FOOD MARKETS, INC.
LIMITED FOODS, INC.
MONTVALE HOLDINGS, INC.
RICHMOND TWICE, INCORPORATED
SUPER FRESH FOOD MARKETS OF MARYLAND, INC.
SUPER FRESH FOOD MARKETS OF VIRGINIA, INC.
SUPERMARKET DISTRIBUTION SERVICES, INC.
1046 YONKERS AVE. CORP.
111 NORTH AVENUE REALTY CORP.
CLAY-PARK REALTY CO., INC.
DELAWARE COUNTY DAIRIES, INC.
GRAMATAN FOODTOWN CORP.
SHOPWELL, INC. (MA)
SHOPWELL, INC. (NEW JERSEY)
THE FOOD EMPORIUM, INC. (NY)
THE FOOD EMPORIUM, INC. (DE)
THE FOOD EMPORIUM, INC. (NJ)
THE WINE EMPORIUM, INC.
APW SUPERMARKET CORPORATION
THE MEADOWS PLAZA DEVELOPMENT CORP.
FARMER JACK PHARMACIES, INC.
FARMER JACK'S OF OHIO, INC.
S E G STORES, INC.
KOHL'S FOOD STORES, INC.
THE SOUTH DAKOTA GREAT ATLANTIC & PACIFIC TEA CO., INC.
SPRING LANE PRODUCE CORP.
BORMAN'S, INC.

[Notice of Intellectual Property Security Agreement]

TRADEMARK
REEL: 003688 FRAME: 0149

ANNEX B
SUBSIDIARY GRANTORS

PATHMARK STORES, INC.
AAL REALTY CORP.
MACDADE BOULEVARD STUART, LLC
BERGEN STREET PATHMARK, INC.
BRIDGE STUART INC.
EAST BRUNSWICK STUART LLC
LANCASTER PIKE STUART, LLC
PLAINBRIDGE LLC
UPPER DARBY STUART, LLC
ADBRETT CORP.
MILIK SERVICE COMPANY, LLC
SUPERMARKETS OIL COMPANY, INC.

[Notice of Intellectual Property Security Agreement]

TRADEMARK
REEL: 003688 FRAME: 0150

ANNEX C

SUBSIDIARY GRANTORS

KWIK SAVE, INC.
2008 BROADWAY, INC.
BEV, LTD.

[Notice of Intellectual Property Security Agreement]

TRADEMARK
REEL: 003688 FRAME: 0151

Lo-Lo Discount Stores, Inc., as a Borrower




Name: ~~Harold~~ Austin
Title: Vice President and Treasurer

[Notice of Intellectual Property Security Agreement]

**COLLATERAL
AGENT:**

BANK OF AMERICA, N.A., as
Collateral Agent

By: 
Name: Stephen L. DeMenna
Title: Managing Director

Signature Page to Notice of Security Interest in Intellectual Property

**TRADEMARK
REEL: 003688 FRAME: 0153**

SCHEDULE 1

ADDITIONAL BORROWERS

APW Supermarkets, Inc.
Compass Foods, Inc.
Food Basics, Inc.
Hopelawn Property I, Inc.
Lo-Lo Discount Stores, Inc.
McLean Avenue Plaza Corp.
Shopwell, Inc. [DE]
Super Fresh Food Markets, Inc.
Super Fresh/Sav -A- Center, Inc.
Super Market Service Corp.
Super Plus Food Warehouse, Inc.
Tradewell Foods of Conn., Inc.
Waldbaum, Inc.
Pathmark Stores, Inc.
AAL Realty Corp.
Bergen Street Pathmark, Inc.
Bridge Stuart Inc.
East Brunswick Stuart LLC
Lancaster Pike Stuart, LLC
MacDade Boulevard Stuart, LLC
Plainbridge LLC
Upper Darby Stuart, LLC

SCHEDULE 2

GUARANTORS

ANP Properties I Corp.
Big Star Inc. (f/k/a Supersaver Inc.)
Family Center, Inc.
Futurestore Food Markets, Inc.
Kwik Save, Inc.
Limited Foods, Inc.
Montvale Holdings, Inc.
Richmond Twice, Incorporated
Super Fresh Food Markets of Maryland, Inc.
Super Fresh Food Markets of Virginia, Inc.
Supermarket Distribution Services, Inc.
2008 Broadway, Inc.
1046 Yonkers Ave. Corp.
111 North Avenue Realty Corp.
Clay-Park Realty Co., Inc.
Delaware County Dairies, Inc.
Gramatan Foodtown Corp.
Shopwell, Inc. [MA]
Shopwell, Inc. [NJ]
The Food Emporium, Inc. [NY]
The Food Emporium, Inc. [DE]
The Food Emporium, Inc. [NJ]
The Wine Emporium, Inc. [CT]
APW Supermarket Corporation
The Meadows Plaza Development Corp.
Spring Lane Produce Corp.
Borman's, Inc.
Bev, Ltd.
Farmer Jack Pharmacies, Inc.
Farmer Jack's of Ohio, Inc.
S E G Stores, Inc.
Kohl's Food Stores, Inc.
The South Dakota Great Atlantic & Pacific Tea Co., Inc.
Adbrett Corp.
Milik Service Company, LLC
Supermarkets Oil Company, Inc.

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks


MARK	REGISTERED OWNER/APPLICANT	Appl. No. (Reg. No.)	Registration Date
A & P (Design and color) 	The Great Atlantic & Pacific Tea Company, Inc.	73/454,363 (1,304,288)	11/6/84
A & P (Block Letters)	The Great Atlantic & Pacific Tea Company, Inc.	76/390,443 (2,713,141)	5/06/03
AMAZE AWAY	The Great Atlantic & Pacific Tea Company, Inc.	78/549,806 (3,118,336)	7/18/06
AMERICA'S CHOICE (Stylized)	The Great Atlantic & Pacific Tea Company, Inc.	74/234,200 (2,019,444)	11/26/96
AMERICA'S CHOICE (Stylized)	The Great Atlantic & Pacific Tea Company, Inc.	74/801,783 (1,861,428)	11/1/94
AMERICA'S CHOICE (Stylized)	The Great Atlantic & Pacific Tea Company, Inc.	74/801,784 (1,860,494)	10/25/94
AMERICA'S CHOICE	The Great Atlantic & Pacific Tea Company, Inc.	74/332,876 (2,425,385)	1/30/01
AMERICA'S CHOICE	The Great Atlantic & Pacific Tea Company, Inc.	73/514,986 (1,384,513)	2/25/86
AMERICA'S CHOICE	The Great Atlantic & Pacific Tea Company, Inc.	78/218,486 (3,007,194)	10/18/05
AMERICA'S CHOICE	The Great Atlantic & Pacific Tea Company, Inc.	78/395,344 (2,983,134)	8/09/05
ANN PAGE	The Great Atlantic & Pacific Tea Company, Inc.	71/528,741 (507,581)	3/15/49
ATHENA	The Great Atlantic & Pacific Tea Company, Inc.	78/238,300 (2,861,651)	7/06/04
AW'SOME O'S	The Great Atlantic & Pacific Tea Company, Inc.	78/731,611 (3,189,114)	10/10/06
BASICS	The Great Atlantic & Pacific Tea Company, Inc.	78/311,001 (2,884,450)	9/14/04
BEEF BEYOND BELIEF	The Great Atlantic & Pacific Tea Company, Inc.	78/437,260 (3,172,122)	11/14/06
BRILLIANT BUBBLES	The Great Atlantic & Pacific Tea Company, Inc.	78/202,468 (2,808,673)	1/27/04
BUILD A CAKE	The Great Atlantic & Pacific Tea Company, Inc.	78/813,067	
CLUB SUPER FRESH	The Great Atlantic & Pacific Tea Company, Inc.	78/385,991	
CONCORDE	The Great Atlantic & Pacific Tea Company, Inc.	78/238,266 (2,861,650)	7/06/04
EASY BRIGHT NIGHT	The Great Atlantic & Pacific Tea Company, Inc.	78/324,523 (2,934,844)	3/22/05
EXPRESS YOURSELF	The Great Atlantic & Pacific Tea Company, Inc.	76/406,160 (2,680,997)	1/28/03

EXHIBIT C - Trademarks (contd.)




MARK	REGISTERED OWNER/APPLICANT	Appl. No. (Reg. No.)	Registration Date
FARMER JACK	Borman's, Inc.	73/664,142 (1,479,128)	3/01/88
(Stylized) 	The Great Atlantic & Pacific Tea Company, Inc.	76/386,568 (2,723,648)	6/10/03
FARMER JACK Logo (NEW)	Borman's, Inc.	78/269,618 (2,874,722)	8/17/04
FEEL LIKE A TRUE GORMET!	The Great Atlantic & Pacific Tea Company, Inc.	78/266,173 (2,881,606)	9/07/04
FOOD BASICS	The Great Atlantic & Pacific Tea Company, Inc.	76/386,404 (2,726,744)	6/17/03
(Design and color) 	The Great Atlantic & Pacific Tea Company, Inc.	76/386,781 (2,766,316)	9/23/03
FOR GOODNESS SHAKE	The Great Atlantic & Pacific Tea Company, Inc.	78/235,016 (3,059,403)	2/14/06
FRESH CHALLENGE	The Great Atlantic & Pacific Tea Company, Inc.	78/503,093 (2,942,219)	
GIVE YOURSELF ANOTHER CHOICE	The Great Atlantic & Pacific Tea Company, Inc.	78/431,546 (2,989,404)	
(Stylized) health pride	The Great Atlantic & Pacific Tea Company, Inc.	73/277,359 (1,232,381)	3/29/83
I LOVE THIS STORE!	The Great Atlantic & Pacific Tea Company, Inc.	76/424,332 (3,081,109)	4/18/06
JANE PARKER	The Great Atlantic & Pacific Tea Company, Inc.	78/692,338	
LIVE BETTER WELLNESS CLUB	The Great Atlantic & Pacific Tea Company, Inc.	77/185924	
LIVE BETTER! WELLNESS CLUB (and Design) 	The Great Atlantic & Pacific Tea Company, Inc.	77/185,766	

EXHIBIT C - Trademarks (contd.)







MARK	REGISTERED OWNER/APPLICANT	Appl. No. (Reg. No.)	Registration Date
MASTER CHOICE	The Great Atlantic & Pacific Tea Company, Inc.	78/218,673 (2,857,946)	6/29/04
(Stylized) 	The Great Atlantic & Pacific Tea Company, Inc.	75/070,346 (2,073,501)	6/24/97
(Stylized) 	The Great Atlantic & Pacific Tea Company, Inc.	73/696,142 (1,519,019)	1/3/89
(Miscellaneous Design) 	Borman's, Inc.	73/276,030 (1,182,561)	12/15/81
MORE	The Great Atlantic & Pacific Tea Company, Inc.	(78/942,221)	
MORE (OF WHAT'S SPECIAL) 	The Great Atlantic & Pacific Tea Company, Inc.	(78/953,659)	
MORE (FOR ALL SEASONS) 	The Great Atlantic & Pacific Tea Company, Inc.	(78/953,732)	
(Design & Color) 	The Great Atlantic & Pacific Tea Company, Inc.	72/271,146 (855,682)	8/27/68
RED ALARM	The Great Atlantic & Pacific Tea Company, Inc.	78/220,193 (2,924,218)	2/01/05
SAV-A-CENTER	The Great Atlantic & Pacific Tea Company, Inc.	73/583,389 (1,412,706)	10/07/86
SPLISH SPLASH	The Great Atlantic & Pacific Tea Company, Inc.	78/481,891 (3,062,628)	10/28/06

EXHIBIT C - Trademarks (contd.)


MARK	REGISTERED OWNER/APPLICANT	Appl. No. (Reg. No.)	Registration Date
SUPER FRESH	The Great Atlantic & Pacific Tea Company, Inc.	73/732,662 (2,085,126)	8/05/97
SUPERMARKET OF CHOICE	The Great Atlantic & Pacific Tea Company, Inc.	75/611,542 (2,527,933)	1/08/02
(Stylized) 	The Great Atlantic & Pacific Tea Company, Inc.	76/346,252 (2,685,875)	2/11/03
THE FOOD EMPORIUM	The Great Atlantic & Pacific Tea Company, Inc.	76/360,323 (2,741,163)	7/29/03
THE VERY BEST... JUST FOR YOU!	The Great Atlantic & Pacific Tea Company, Inc.	76/439,689 (2,761,287)	9/09/13
TORNADO SPLASH	The Great Atlantic & Pacific Tea Company, Inc.	78/435495 (3,115,079)	7/11/06
ULTRA XTREME	The Great Atlantic & Pacific Tea Company, Inc.	78/715,736 (3,132,890)	8/22/06
WALDBAUM'S	The Great Atlantic & Pacific Tea Company, Inc.	77/323811	
WE'RE THINKING FRESH	The Great Atlantic & Pacific Tea Company, Inc.	78/533,406 (3,111,361)	7/4/06
PATHMARK	Pathmark Stores, Inc.	72/285,701 (854,358)	8/6/68
PATHMARK	Pathmark Stores, Inc.	72/289,058 (856,671)	9/10/68
PATHMARK	Pathmark Stores, Inc.	72/295,477 (869,880)	5/27/69
PATHMARK	Pathmark Stores, Inc.	72/295,831 (870,210)	5/27/69
PATHMARK	Pathmark Stores, Inc.	72/295,932 (870,223)	5/27/69
PATHMARK	Pathmark Stores, Inc.	72/295,538 (870,501)	6/3/69
PATHMARK	Pathmark Stores, Inc.	72/295,832 (870,754)	6/10/69
PATHMARK	Pathmark Stores, Inc.	72/297,685 (870,817)	6/10/69
PATHMARK	Pathmark Stores, Inc.	73/678,907 (1,484,650)	4/12/88
PATHMARK	Pathmark Stores, Inc.	76/361,018 (2,677,310)	1/21/03
PATHMARK & Design	Pathmark Stores, Inc.	72/324,945 (919,137)	8/24/71
PATHMARK & Design	Pathmark Stores, Inc.	73/055400 (1,034,492)	2/24/76
CHEFMARK & Design	Pathmark Stores, Inc.	73/123,827 (1,086,677)	2/28/78
NO FRILLS & Design	Pathmark Stores, Inc.	73/165,881 (1,196,041)	4/11/78
BIG DEALS	Pathmark Stores, Inc.	74/176,206 (1,922,594)	9/26/95
Shopping Cart Design	Pathmark Stores, Inc.	76/241,607 (2,609,325)	8/20/02

EXHIBIT C - Trademarks (contd.)

MARK	REGISTERED OWNER/APPLICANT	Appl. No. (Reg. No.)	Registration Date
BEYOND THE SHELF	Pathmark Stores, Inc.	78/201,136 (2,800,401)	12/30/03
A TASTE OF ELEGANCE	Pathmark Stores, Inc.	78/759,275 (3,158,364)	10/17/06
PATHMARK HELPING HANDS IN THE COMMUNITY & Design	Pathmark Stores, Inc.	78/978,145 (3,240,786)	5/8/07
NATURE'S MARK	Pathmark Stores, Inc.	78/759,420	
SMART PRICE & Design	Pathmark Stores, Inc.	78/860,925	
GO FRESH GO LOCAL	Pathmark Stores, Inc.	77/017,967	
MI FAMILIA	Pathmark Stores, Inc.	77/023,517	
HYBREED	Pathmark Stores, Inc.	77/057,971	
HYBREED BASIC	Pathmark Stores, Inc.	77/058,024	
HYBREED PROVANTAGE	Pathmark Stores, Inc.	77/058,034	
LULLA-BEES	Pathmark Stores, Inc.	77/058,043	
LULLA-BEES & Design	Pathmark Stores, Inc.	77/058,057	
LULLA-BEES & Design (Bee and Swirl Design)	Pathmark Stores, Inc.	77/058,072	
PATHMARK PARLOR FAVORITES	Pathmark Stores, Inc.	77/114,803	
CHELSEA BAKERS CAKES PIES BREAD FRESH DAILY & Design	Pathmark Stores, Inc.	77/147,430	
PATHMARK HELPING HANDS IN THE COMMUNITY & Design	Pathmark Stores, Inc.	78/514,359	
PATHMARK CHEF CREATIONS	Pathmark Stores, Inc.	77/238,408	
CHELSEA BAKERS	Pathmark Stores, Inc.	77/147,332	

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