

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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In re: : Chapter 11
: :
FLEMING COMPANIES, INC., et al., : Case No. 03-10945 (MFW)
: :
: (Jointly Administered)
Debtors. :
: :
_____ x

**OBJECTION TO THE ASSUMPTION AND ASSIGNMENT
OF LICENSE AGREEMENT**

Mobius Management Systems, Inc. (the "Claimant"), through its co-counsel Kramer Levin Naftalis & Frankel LLP and Klett Rooney Lieber & Schorling, submits this Objection to the Assumption/Assignment of its License Agreement (the "Objection") against Fleming Companies, Inc. (the "Debtor"), based upon the Debtor's assumption and assignment of certain license agreements¹ (the "License Agreements") with the Claimant. The Claimant respectfully submits the following:

1. Pursuant to the Notice re Potential Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection with Sale Motion (the "Assumption Notice") in the above captioned cases filed on July 11, 2003 and the Supplemental Notice re Potential Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection with Sale Motion (the "Assumption Notice") filed on July 19, 2003, the Claimant hereby submits this Objection.

2. The Claimant reserves its right to challenge the assignment of the License Agreements to the Purchaser (as defined in the Assumption Notice) (or the party whose bid for

¹ The License Agreements that the Debtors propose to assume and assign have the following Contract Assignment numbers: 938, 939, 1046, 1171, 1173, 1174, and 1451.

the acquired assets is approved by the Court). Furthermore, the Claimant reserves its right to object to the assumption of the License Agreements to the extent that adequate assurance of future performance is not provided to the Claimant by the Purchaser (or the party whose bid for the acquired assets is approved by the Court).

3. This Objection is also made without prejudice to the filing by the Claimant of proofs of claim with respect to any other indebtedness or liability of the Debtor, and the Claimant expressly reserves all of his rights to amend or supplement this Objection periodically, as circumstances may warrant. The Claimant reserves its right to file one or more administrative claims against the Debtor pursuant to applicable law. Furthermore, the Claimant expressly reserves all rights and causes of action that it may have against the Debtor or any other person or entity. In filing this Objection, Claimant does not submit itself to the jurisdiction of this Court for any purpose other than with respect to this Objection and does not waive (i) its rights and remedies against any other person or entity who may be liable for all or part of the claim set forth herein, whether an affiliate or subsidiary of the Debtor, an assignee, guarantor or otherwise, or (ii) any obligation owed to it, or any right to any security that may be determined to be held for its benefit. The filing of this Objection is not, and shall not be construed as, an election of remedies or limitation of rights.

4. Nothing contained in this Objection or any subsequent appearance, pleading, claim or suit is intended to waive (i) the Claimant's right to have final orders in non-core matters entered only after de novo review by a district court judge; (ii) the Claimant's right to a jury trial in any proceedings so triable herein or, in any case, any controversy or proceeding related hereto; (iii) the Claimant's right to have the reference withdrawn by the District Court in any matter subject to mandatory or discretionary withdrawal; and (iv) any other rights, claims, actions,

defenses, setoffs or recoupments to which the Claimant is or may be entitled under any agreements, documents or instruments, in law or equity, all of which rights, claims, actions, defenses, setoffs and recoupments are expressly reserved.

Notice

5. Notice of this Objection has been given to (i) the Office of the United States Trustee for the District of Delaware, J. Caleb Boggs Federal Building, 844 King Street, Room 2313, Wilmington, Delaware 19801; (ii) Fleming Companies, Inc., Attn: Contracts Department, 1945 Lakepointe Drive, Lewisville, TX 75057; (iii) counsel for the Debtors: (a) Kirkland & Ellis LLP, 777 South Figueroa Street, Los Angeles, California 90017, Attn: Shirley S. Cho, (b) Kirkland & Ellis LLP, 200 East Randolph Drive, Chicago, Illinois 60601, Attn: Geoffrey Richards, and (c) Pachulski, Stang, Ziehl, Young, Jones & Weintraub P.C., 919 North Market Street, 16th Floor, Wilmington, Delaware 19801, Attn: Laura Davis Jones; (iv) counsel to the Lenders, White & Case, 1155 Avenue of the Americas, New York, New York 10036, Attn: Andrew DeNatale; and (v) counsel for the Committee: (a) Milbank, Tweed, Hadley & McCloy LLP, One Chase Manhattan Plaza, New York, New York 10005, Attn: Dennis Dunne, and (b) Pepper Hamilton LLP, 36th Floor, 100 Renaissance Center, Detroit, Michigan 48243, Attn: Robert S. Hertzberg.

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Attorneys for Mobius Management Systems, Inc.

Dated: July 28, 2003