Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

MKA 7-12-99

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07-14-1999

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SHEET

Patent and Trademark Office

To the Honorable Commissioner of Pa

tached original documents or copy thereof.

1. Name of conveying party(ies):

The Penn Traffic Company

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State
- ☐ Other

Additional name(s) of conveying party(ies) attached? ☒ Yes ☐ No

2. Name and address of receiving party(ies)

Name: Fleet Capital Corporation

Internal Address:

Street Address: 60 East 42nd Street

City: New York State: NY ZIP: 10017

- ☐ Individual(s) citizenship
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State Rhode Island
- ☐ Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment
- ☐ Merger
- ☒ Security Agreement
- ☐ Change of Name
- ☐ Other

Execution Date: June 29, 1999

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

See attached Schedule 1

B. Trademark Registration No.(s)

See attached Schedule 1

Additional numbers attached? ☐ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: David S. Berlin

Internal Address:

Paul, Weiss, Rifkind, Wharton & Garrison

Street Address:

1285 Avenue of the Americas

City: New York State: NY ZIP: 10019

6. Total number of applications and registrations involved: 44

7. Total fee (37 CFR 3.41) $ 1,115

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

07/13/1999 DNGUYEN 00000151 75302671

01 FC:481 40.00 OP
02 FC:482 1075.00 OP

DO NOT USE THIS SPACE

Fee OK

Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

David S. Berlin — David S. Berlin — 7/8/99

Name of Person Signing — Signature — Date

Total number of pages including cover sheet, attachments, and document: 116

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

SCHEDULE 1

Mark	Class	Registration No. /Application No.	Registration Date Filing Date
DOING FOR OTHERS, WHAT NO ONE ELSE IS WILLING TO DO!	35	75-302,671	06/03/1997
DOING FOR OTHERS WHAT NO ONE ELSE IS WILLING TO DO	35	75-300,941	05/30/1997
P&C FOODS (Stylized)	42	2,021,018	12/03/1996
DESIGN ONLY	42	1,987,198	07/16/1996
BIG BEAR FOOD EXPRESS and design	42	2,007,267	10/08/1996
HUG CLUB	42	1,985,528	07/09/1996
HUGS FOR HEALTH	41,42	2,045,435	03/18/1997
BIG BEAR FOOD EXPRESS	42	2,003,746	09/24/1996
SUNNY SQUARE	3,29	1,925,013	10/10/1995
SUNNY SQUARE	3,4,5,6,10 ,16,21,29, 30,31,32	1,865,523	12/06/1994
P&C	1,29,30,34	1,693,854	06/16/1992
P&C (Stylized)	42	1,577,082	01/09/1990
BIG BEAR PLUS	42	1,529,025	03/07/1989
GIVE EM A BIG BEAR HUG	42	1,523,969	02/07/1989
THAT'S MY BEAR	42	1,518,534	12/27/1988
BETTY BROWN BAKERY and design	30	1,283,526	06/26/1984
BETTY BROWN'S FINEST and design	42	1,213,631	10/19/1982
BETTY BROWN BAKERY and design	42	1,213,630	10/19/1982
BETTY BROWN'S FINEST and design	30	1,282,698	06/19/1984
BIG BEAR and design	42	1,217,929	11/23/1982

Mark	Class	Registration No. /Application No.	Registration Date Filing Date
GET THE BEAR MINIMUM PRICE	42	1,215,364	11/02/1982
DESIGN ONLY	42	1,217,928	11/23/1982
BETTY BROWN and design	30	1,143,582	12/16/1980
BIG BEAR (Stylized)	42	981,376	03/26/1974
TOP CRISP	30	820,855	12/20/1966
B BUCKEYE STAMP 10	42	805,341	03/08/1966
BETTY BROWN	30	734,629	07/17/1962
BUCKEYE (Stylized)	35	676,120	03/24/1959
BUCKEYE BIG TEN	42	805,340	03/08/1966
HARTS and design	42	1,209,305	09/14/1982
HARTS BRINGS VALUE HOME TO YOU	42	1,209,304	09/14/1982
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HARTS	35	916,474	07/13/1971
GLOUCESTER PIER	29	1,135,839	05/20/1980
PARTY CLUB	29,30	916,836	07/20/1971
COUNTRY MANOR	29,30	903,148	11/24/1970
EXCEL and design	3	842,582	01/16/1968
EXCEL	3	821,802	01/10/1967
P & C	30	739,090	10/09/1962
PARTY CLUB and design	32	740,710	11/13/1962
SUNNY SQUARE	29,31,32	725,129	12/12/1961
THE PRICE CHAMPION	42	1,310,512	12/18/1984
BIG M (Stylized)	29,34	1,928,807	10/24/1995
BIG M MIDSTATE	30	1,922,272	09/26/1995

SECURITY AGREEMENT

(TRADEMARKS)

WHEREAS, The Penn Traffic Company, a Delaware corporation, Dairy Dell, Inc., a Pennsylvania corporation, Big M Supermarkets, Inc., a New York corporation and Penny Curtis Baking Company Inc. (herein referred to as "Assignors"), (1) have adopted, used and are using, or (2) have intended to use and filed an application indicating that intention, but have not yet filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, or (3) have filed an application based on an intention to use and have since used and have filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, the trademarks, trade names and service marks listed on the attached Schedule 1, which trademarks, trade names and service marks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignors are entering into a Revolving Credit and Term Loan Agreement dated as of June 29, 1999 (said Agreement as it may be hereafter amended, supplemented, restated or otherwise modified from time to time being the "Credit Agreement") with the financial institutions now or hereafter parties thereto (collectively, the "Lenders"), Fleet Capital Corporation, as agent (the "Agent", and together with any successor in such capacity, is herein referred to as the "Assignee"), and certain additional agents;

WHEREAS, Assignors, together with certain of their affiliates, have entered into a Security and Collateral Agreement dated as of June 29, 1999 (said Agreement, as it may hereafter be amended, supplemented or otherwise modified from time to time being the "Security Agreement"; capitalized terms used therein and not otherwise defined herein being used herein as therein defined) in favor of the Assignee; and

WHEREAS, pursuant to the Security Agreement, Assignors have granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignors in and to the Trademarks, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and the goodwill of the business symbolized by the Trademarks and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States or any State thereof, all whether now or hereafter owned or licensable by Assignors, and all reissues, extensions or renewals thereof and all proceeds thereof, including, without limitation, any claims by Assignors against third parties for infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignors do hereby grant to Assignee a security interest in, and mortgage on, the Collateral and, effective upon the occurrence of and for so long as an Event of Default is continuing under the Credit Agreement, assign the Collateral to Assignee on the terms set forth in the Security Agreement, in order to secure the prompt payment, performance and observance of the Obligations.

Assignors do hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the security interest in and mortgage on and assignment of the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is 60 East 42nd Street, New York, New York 10017.

Concurrently with the execution and delivery hereof, the Assignors shall execute and deliver to the Agent, in the form of Exhibit 1 hereto, three originals of a Power of Attorney for the implementation of the rights of the Assignee to dispose of and transfer the Collateral, and the Assignors hereby release the Agent and the Secured Parties from any claims, causes of action or demands at any time arising out of or with respect to any actions taken or omitted to be taken by the Agent under such Power of Attorney, other than actions taken or omitted to be taken through the bad faith, gross negligence or willful misconduct of the Agent.

IN WITNESS WHEREOF, Assignors have duly executed or caused this Security Agreement (Trademarks) to be executed and delivered by their duly authorized officers as of the 29 day of June, 1999.

THE PENN TRAFFIC COMPANY
DAIRY DELL, INC.
BIG M SUPERMARKETS, INC.
PENNY CURTISS BAKING COMPANY INC.

By: Francis D. Price Jr.
Name: Francis D. Price Jr.
in his capacity as Vice President and Secretary for each Assignor

TRADEMARK
REEL: 001926 FRAME: 0813

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 29th day of June, 1999, before me personally appeared Francis D. Price, to me known, who, being by me duly sworn, did depose and say that he resides at c/o 1200 State Fair Blvd., Syracuse, NY and that he is Vice President and Secretary for each Assignor; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed pursuant to authority of the Board of Directors of said corporation and that he signed his name thereto in his capacity as an authorized officer of said corporation pursuant to such authority.

Arturo A. Molina
Notary Public

Arturo A. Molina
Notary Public, State of New York
No. 01M06026489
Qualified in Queens
Commission Expires: 6/14/01

TRADEMARK
REEL: 001926 FRAME: 0814

SCHEDULE 1 TO SECURITY AGREEMENT (TRADEMARKS)

The Penn Traffic Company

Mark	Class	Registration No. /Application No.	Registration Date Filing Date
DOING FOR OTHERS, WHAT NO ONE ELSE IS WILLING TO DO!	35	75-302,671	06/03/1997
DOING FOR OTHERS WHAT NO ONE ELSE IS WILLING TO DO	35	75-300,941	05/30/1997
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HUG CLUB	42	1,985,528	07/09/1996
HUGS FOR HEALTH	41,42	2,045,435	03/18/1997
BIG BEAR FOOD EXPRESS	42	2,003,746	09/24/1996
SUNNY SQUARE	3,29	1,925,013	10/10/1995
SUNNY SQUARE	3,4,5,6,10 ,16,21,29, 30,31,32	1,865,523	12/06/1994
P&C	1,29,30,34	1,693,854	06/16/1992
P&C (Stylized)	42	1,577,082	01/09/1990
BIG BEAR PLUS	42	1,529,025	03/07/1989
GIVE EM A BIG BEAR HUG	42	1,523,969	02/07/1989
THAT'S MY BEAR	42	1,518,534	12/27/1988
BETTY BROWN BAKERY and design	30	1,283,526	06/26/1984
BETTY BROWN'S FINEST and design	42	1,213,631	10/19/1982
BETTY BROWN BAKERY and design	42	1,213,630	10/19/1982
BETTY BROWN'S FINEST and design	30	1,282,698	06/19/1984

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TOP CRISP	30	820,855	12/20/1966
B BUCKEYE STAMP 10	42	805,341	03/08/1966
BETTY BROWN	30	734,629	07/17/1962
BUCKEYE (Stylized)	35	676,120	03/24/1959
BUCKEYE BIG TEN	42	805,340	03/08/1966
HARTS and design	42	1,209,305	09/14/1982
HARTS BRINGS VALUE HOME TO YOU	42	1,209,304	09/14/1982
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HARTS	35	916,474	07/13/1971
GLOUCESTER PIER	29	1,135,839	05/20/1980
PARTY CLUB	29,30	916,836	07/20/1971
COUNTRY MANOR	29,30	903,148	11/24/1970
EXCEL and design	3	842,582	01/16/1968
EXCEL	3	821,802	01/10/1967
P & C	30	739,090	10/09/1962
PARTY CLUB and design	32	740,710	11/13/1962
SUNNY SQUARE	29,31,32	725,129	12/12/1961
THE PRICE CHAMPION	42	1,310,512	12/18/1984

Dairy Dell, Inc. - none.

Big M Supermarkets, Inc.

Mark	Class	Registration No. /Application No.	Registration Date Filing Date
BIG M (Stylized)	29,34	1,928,807	10/24/1995
BIG M MIDSTATE	30	1,922,272	09/26/1995

Penny Curtiss Banking Company, Inc. - none.

Sunrise Properties, Inc. - none.

SPECIAL POWER OF ATTORNEY

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

KNOW ALL MEN BY THESE PRESENTS, THAT The Penn Traffic Company, a Delaware corporation, Dairy Dell, Inc., a Pennsylvania corporation, Big M Supermarkets, Inc., a New York corporation and Penny Curtis Baking Company Inc., a New York corporation (hereinafter called "Assignors"), hereby appoint and constitute FLEET CAPITAL CORPORATION, as Assignee as described in the Security Agreement referred to below (hereinafter called "Assignee"), their true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Assignors:

1. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of Assignors in and to any letters patent, design and plant patents, utility models, industrial designs, inventor certificates and statutory invention registrations of the United States or any other country or political subdivision thereof, and all registrations, recordings, reissues, continuations, continuations-in-part, term restorations and extensions thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose; and

2. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of Assignors in and to any trademarks, trade names and service marks, and all registrations, recordings, reissues, extensions and renewals thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;

3. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of Assignors in and to any copyrights, and

all registrations, recordings, extensions and renewals thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose; and

4. To execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Assignee may in its sole discretion determine.

This power of attorney is made pursuant to a Security Agreement (Trademarks) executed and delivered pursuant to a Security and Collateral Agreement, dated as of June __, 1999 (as amended from time to time, the "Security Agreement") by Assignors and certain other grantors named therein in favor of Assignee and will take effect solely for the purposes of Section 3.13 thereof and is subject to the conditions thereof and may not be revoked until the payment or performance in full of all "Obligations" as defined in such Security Agreement and expiration or termination of all "Commitments" as such term is used in the Credit Agreement (as defined in Security Agreement) and the expiration or termination of any further commitment of any Lender or Letter of Credit Issuer as such term is used in the Credit Agreement (as defined in Security Agreement) to open or cause to be opened Letters of Credit under the Credit Agreement (or the payment in full or cash collateralization of the obligations in respect of Letters of Credit).

Dated: June 29, 1999

THE PENN TRAFFIC COMPANY
DAIRY DELL, INC.
BIG M SUPERMARKETS, INC.
PENNY CURTISS BAKING COMPANY INC.

By: Francis D. Price, Jr.
Name: Francis D. Price, Jr.
in his capacity as Vice President and Secretary for each Assignor

TRADEMARK
REEL: 001926 FRAME: 0819

SPECIAL POWER OF ATTORNEY

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

KNOW ALL MEN BY THESE PRESENTS, THAT The Penn Traffic Company, a Delaware corporation, Dairy Dell, Inc., a Pennsylvania corporation, Big M Supermarkets, Inc., a New York corporation and Penny Curtis Baking Company Inc., a New York corporation (hereinafter called "Assignors"), hereby appoint and constitute FLEET CAPITAL CORPORATION, as Assignee as described in the Security Agreement referred to below (hereinafter called "Assignee"), their true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Assignors:

1. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of Assignors in and to any letters patent, design and plant patents, utility models, industrial designs, inventor certificates and statutory invention registrations of the United States or any other country or political subdivision thereof, and all registrations, recordings, reissues, continuations, continuations-in-part, term restorations and extensions thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose; and

2. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of Assignors in and to any trademarks, trade names and service marks, and all registrations, recordings, reissues, extensions and renewals thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;

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THE PENN TRAFFIC COMPANY
DAIRY DELL, INC.
BIG M SUPERMARKETS, INC.
PENNY CURTISS BAKING COMPANY INC.

By: Francis D. Price, Jr.
Name: Francis D. Price, Jr.
in his capacity as Vice President and Secretary for each Assignor

TRADEMARK
REEL: 001926 FRAME: 0821

SPECIAL POWER OF ATTORNEY

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

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all registrations, recordings, extensions and renewals thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose; and

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THE PENN TRAFFIC COMPANY
DAIRY DELL, INC.
BIG M SUPERMARKETS, INC.
PENNY CURTISS BAKING COMPANY INC.

By: _____
Name: Francis D. Price, Jr.
in his capacity as Vice President and Secretary for each Assignor

TRADEMARK
REEL: 001926 FRAME: 0823

SCHEDULE A

Additional Grantor

Big M Supermarkets, Inc.

SCHEDULE B
to Patent and License Security Agreement

LICENSES

None.

VPCHI01/#486688