

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Tops Brands, Inc.		06/18/2005	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WFI Acquisition, Inc.		
<b>Street Address:</b>	1780 Wehrle Drive		
<b>City:</b>	Williamsville		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	14221		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1544007	SUGARCREEK STORES	
Registration Number:	1266002	WILSON FARMS	
Registration Number:	2148359	WIL'S	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)863-7496		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	3128637194		
<b>Email:</b>	sonya.szot@goldbergekohn.com		
<b>Correspondent Name:</b>	Sonya Szot		
<b>Address Line 1:</b>	55 E. Monroe Street Suite 3700		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>NAME OF SUBMITTER:</b>	Sonya Szot		
<b>Signature:</b>	/Sonya Szot/		
<b>Date:</b>	06/20/2005		

OP \$90.00 1544007

Total Attachments: 7

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**TRADEMARK ASSIGNMENT**

**THIS TRADEMARK ASSIGNMENT** (this "**Assignment**"), effective as of June 18, 2005, is by and among Tops Brands, Inc., a Delaware corporation ("**Assignor**"), Tops Markets, LLC, a New York limited liability company ("**Tops Markets**"), and WFI Acquisition, Inc., a Delaware corporation ("**Assignee**").

**WHEREAS**, Assignor is an affiliate of Tops Markets;

**WHEREAS**, pursuant to that certain Asset Purchase Agreement between Tops Markets and Assignee dated as of April 27, 2005 (the "**Purchase Agreement**"), Tops Markets has agreed to, and has agreed to cause Assignor to, sell, convey, transfer, assign and deliver all of Tops Markets' and Assignor's right, title and interest in and to the Purchased Assets to Assignee;

**WHEREAS**, Assignor owns all right, title and interest in, to and under those United States and New York State trademark registrations identified and set forth on Schedule A (collectively, the "**Marks**");

**WHEREAS**, Assignor holds the Marks for the benefit of Tops Markets and Tops Markets is using the Marks in interstate commerce;

**WHEREAS**, Assignee is a successor to that part of Tops Markets' business to which the Marks pertain, and that business is ongoing and existing; and

**WHEREAS**, Assignee wishes to acquire, Tops Markets wishes to cause Assignor to assign, and Assignor wishes to assign, all right, title and interest in and to the Marks.

**NOW, THEREFORE**, for good and valuable consideration including as further set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged:

1. Each capitalized term used but not defined in this Assignment will have the meaning ascribed to it in the Purchase Agreement.

2. Effective as of the Effective Time, Assignor does hereby sell, assign, transfer and set over to Assignee the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Time or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

3. Assignor shall, at Assignee's request, take all further actions, and provide Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation) requested by Assignee to more fully and effectively effectuate the purposes of this Assignment.

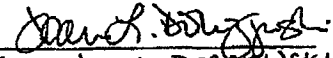
4. Assignor hereby requests the Commissioner of Patents and Trademarks, the Secretary of State for New York State, and any corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

**[SIGNATURE PAGE FOLLOWS]**

IN TESTIMONY WHEREOF, Assignor, Tops Markets and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized as of the day and year first written above.

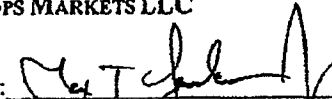
Assignor

TOPS BRANDS, INC.

By:   
Name: JOAN L. DOBRZYNSKI  
Title: PRESIDENT

Tops Markets

TOPS MARKETS LLC

By:   
Name: Max T. Henderson, Jr.  
Title: EYP & General Mgr.

Assignee

WFI ACQUISITION, INC.

By: \_\_\_\_\_  
Name:  
Title:

IN TESTIMONY WHEREOF, Assignor, Tops Markets and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized as of the day and year first written above.

Assignor

**TOPS BRANDS, INC.**

By: \_\_\_\_\_  
Name:  
Title:

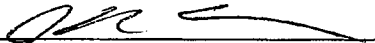
Tops Markets

**TOPS MARKETS LLC**

By: \_\_\_\_\_  
Name:  
Title:

Assignee

**WFI ACQUISITION, INC.**

By:   
Name: *RICE EDWARDS*  
Title: *VICE PRESIDENT*

STATE OF DELAWARE )  
 ) SS.  
COUNTY OF NEW CASTLE )

On this 9<sup>th</sup> day of June, 2005, there appeared before me JOAN L. DOBRYNSKI personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Tops Brands, Inc.

Elizabeth Ann Beachell  
Notary Public  
ELIZABETHANN BEACHELL  
NOTARY PUBLIC  
STATE OF DELAWARE

STATE OF New York )  
 ) SS.  
COUNTY OF Erie )

On this 17<sup>th</sup> day of June, 2005, there appeared before me [Signature] personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Tops Markets, LLC.

Melinda J. Kender  
Notary Public

STATE OF )  
 ) SS.  
COUNTY OF )

MELINDA J. KENDER  
NOTARY PUBLIC, STATE OF NEW YORK  
No. 01KE6110268  
QUALIFIED IN ERIE COUNTY  
MY COMMISSION EXPIRES MAY 24, 2008

On this \_\_\_ day of June, 2005, there appeared before me \_\_\_\_\_, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of WFI Acquisition, Inc.

\_\_\_\_\_  
Notary Public

STATE OF )  
 ) SS.  
COUNTY OF )

On this \_\_\_ day of June, 2005, there appeared before me \_\_\_\_\_,  
personally known to me, who acknowledged that he signed the foregoing Assignment as his  
voluntary act and deed on behalf and with full authority of Tops Brands, Inc.

\_\_\_\_\_  
Notary Public

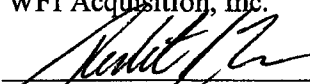
STATE OF )  
 ) SS.  
COUNTY OF )

On this \_\_\_ day of June, 2005, there appeared before me \_\_\_\_\_,  
personally known to me, who acknowledged that he signed the foregoing Assignment as his  
voluntary act and deed on behalf and with full authority of Tops Markets, LLC.

\_\_\_\_\_  
Notary Public

STATE OF )  
 ) SS.  
COUNTY OF )

On this 16<sup>th</sup> day of June, 2005, there appeared before me Rico Edwards, personally  
known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act  
and deed on behalf and with full authority of WFI Acquisition, Inc.

  
\_\_\_\_\_  
Notary Public

ROBERT J. TAN  
NOTARY PUBLIC, State of New York  
No. 01TA8063307  
Qualified in Nassau County  
Commission Expires August 27, 2005



Schedule A

U.S. TRADEMARK REGISTRATIONS

MARK	REG. NO.	REG. DATE
SUGARCREEK STORES AND DESIGN	1,544,007	June 13, 1989
WILSON FARMS	1,266,002	January 31, 1984
WIL'S	2,148,359	March 31, 1998

NEW YORK STATE TRADEMARK REGISTRATIONS

MARK	REG. NO.	REG. DATE
WILSON FARMS	S17412 (originally S1648)	Renewed January 14, 2001 (originally registered Jan. 14, 1971)

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