

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                              |   |
|------------------------------|---|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT                                      |
| <b>NATURE OF CONVEYANCE:</b> | Intellectual Property First Lien Security Agreement |

**CONVEYING PARTY DATA**

| Name              | Formerly | Execution Date | Entity Type           |
|-------------------|----------|----------------|-----------------------|
| Tops Brands, Inc. |          | 12/01/2007     | CORPORATION: DELAWARE |

**RECEIVING PARTY DATA**

|                          |  |
|--------------------------|--|
| <b>Name:</b>             | HSBC Bank USA, National Association, as collateral agent |
| <b>Street Address:</b>   | 452 Fifth Avenue   |
| <b>Internal Address:</b> | Attention: Donna L. Riley                                |
| <b>City:</b>             | New York   |
| <b>State/Country:</b>    | NEW YORK   |
| <b>Postal Code:</b>      | 10018  |
| <b>Entity Type:</b>      | National Association:                                    |

**PROPERTY NUMBERS Total: 21**

| Property Type        | Number   | Word Mark        |
|----------------------|----------|------------------|
| Registration Number: | 1047798  | BAKER'S OVEN     |
| Registration Number: | 0922571  | B-KWIK           |
| Registration Number: | 0991019  |                  |
| Registration Number: | 1449161  | FINAST           |
| Registration Number: | 0557127  | FINAST           |
| Registration Number: | 0959600  | FINAST           |
| Registration Number: | 1457095  | FINAST           |
| Registration Number: | 2529733  | THE SAVINGS CART |
| Registration Number: | 0763677  | TOPS             |
| Registration Number: | 1433101  | TOPS             |
| Registration Number: | 1465722  | TOPS             |
| Serial Number:       | 78469922 | TOPS             |
| Registration Number: | 3001996  | TOPS             |

CH \$540.00 1047798

|                      |         |                       |
|----------------------|---------|-----------------------|
| Registration Number: | 2856078 | TOPS                  |
| Registration Number: | 2963913 | TOPS                  |
| Registration Number: | 1092993 | TOPS FINER FOODS      |
| Registration Number: | 1094076 | TOPS FRIENDLY MARKETS |
| Registration Number: | 1499050 | TOPS NEVER STOPS      |
| Registration Number: | 2326658 | TOPS                  |
| Registration Number: | 2326652 | TOPS                  |
| Registration Number: | 2551177 | TOPS XPRESS           |

**CORRESPONDENCE DATA**

Fax Number: (212)822-5423  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-530-5000  
Email: jnici@milbank.com  
Correspondent Name: Milbank, Tweed, Hadley & McCloy LLP  
Address Line 1: One Chase Manhattan Plaza  
Address Line 2: Rm. 4640  
Address Line 4: New York, NEW YORK 10005

|                         |              |
|-------------------------|--------------|
| ATTORNEY DOCKET NUMBER: | 36930-03301  |
| NAME OF SUBMITTER:      | Janis Nici   |
| Signature:              | /janis nici/ |
| Date:                   | 01/04/2008   |

**Total Attachments: 9**  
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## INTELLECTUAL PROPERTY FIRST LIEN SECURITY AGREEMENT

This INTELLECTUAL PROPERTY FIRST LIEN SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**IP Security Agreement**") dated December 1, 2007, is made by the Persons listed on the signature pages hereof (collectively, the "**Grantors**") in favor of HSBC BANK USA, NATIONAL ASSOCIATION, as collateral agent (the "**Collateral Agent**") for the First Lien Secured Parties (as defined in the First Lien Guarantee and Collateral Agreement referred to below).

WHEREAS, HANK HOLDING COMPANY, a Delaware corporation ("Holdings") together with HANK ACQUISITION COMPANY, LLC, a Delaware limited liability company (the "Initial Borrower"), which shall be merged with and into TOPS MARKETS, LLC, a New York limited liability company (the "Surviving Borrower"), have entered into a First Lien Credit Agreement dated as of December 1, 2007 (said Agreement, as it may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, being the "**First Lien Credit Agreement**"), with the several banks and other financial institutions or entities from time to time parties to this Agreement (the "Lenders"), and HSBC BANK USA, NATIONAL ASSOCIATION, as Administrative Agent and Collateral Agent. Terms defined in the First Lien Credit Agreement and not otherwise defined herein are used herein as defined in the First Lien Credit Agreement.

WHEREAS, as a condition precedent to the making of Loans by the Lenders under the First Lien Credit Agreement, each Grantor has executed and delivered that certain First Lien Guarantee and Collateral Agreement dated December 1, 2007 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**First Lien Guarantee and Collateral Agreement**").

WHEREAS, under the terms of the First Lien Guarantee and Collateral Agreement, Grantors have granted a security interest in, among other property, certain intellectual property of the Grantors to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other similar offices in any State of the United States or any political subdivision thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "**Collateral**"):

- the patents and patent applications set forth in Schedule A hereto (the “**Patents**”) and all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing;
- the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the “**Trademarks**”);
- all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “**Copyrights**”);
- any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment or performance, as the case may be, in full of all First Lien Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, out-of-pocket costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

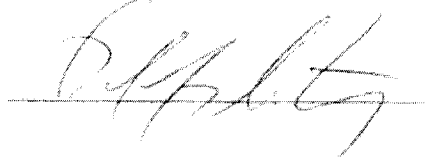
SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the First Lien Guarantee and Collateral Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the First Lien Guarantee and Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

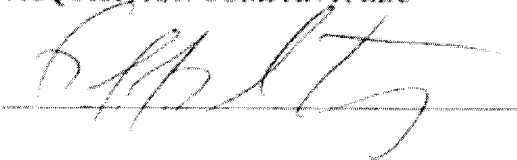
HANK HOLDING CORPORATION

By:  
Name:  
Title:



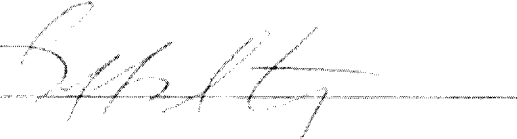
HANK ACQUISITION COMPANY, LLC

By:  
Name:  
Title:



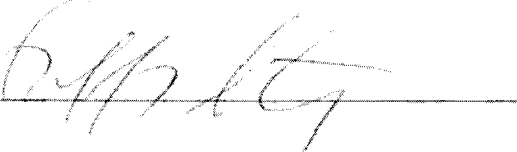
TOPS MARKETS, LLC

By:  
Name:  
Title:



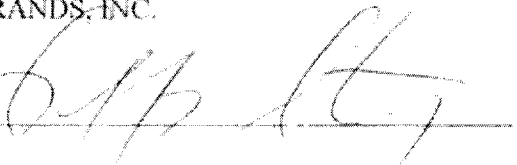
ARP BRADFORD, LLC

By:  
Name:  
Title:

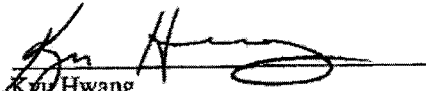


TOPS BRANDS, INC.

By:  
Name:  
Title:



HSBC BANK USA, NATIONAL  
ASSOCIATION, as Collateral Agent

By:   
Name: Kyu Hwang  
Title: Senior Vice President

FIRST LIEN IP SECURITY AGREEMENT

TRADEMARK  
REEL: 003690 FRAME: 0304

**Schedule A**

None



**Schedule B**

(a) Marks of Tops Markets, LLC

| Trademark Name  | App. Number | Reg. Number  |
|---|-------------|--------------|
| BAKER'S OVEN  |             | 1,047,798    |
| B-KWIK  |             | 922,571      |
| Diamond Hexagon Design  |             | 991,019      |
| FINAST  |             | 1,449,161    |
| FINAST  |             | 0,557,127    |
| FINAST  |             | 0,959,600    |
| FINAST and Design   |             | 1,457,095    |
| HICKORY KITCHEN   |             | R28863       |
| RX YOUR NEIGHBORHOOD DRUGSTORE AT TOPS<br>Stylized and Design |             | S19539       |
| RX YOUR NEIGHBORHOOD DRUGSTORE AT TOPS<br>Stylized and Design |             | 200608903034 |
| SAVINGS CART, THE   |             | 2,529,733    |
| TOPS  |             | 763,677      |
| TOPS  |             | 1,433,101    |
| TOPS  |             | 1,465,722    |
| TOPS  |             | R30181       |
| TOPS  |             | R30182       |
| TOPS  | 78/469,922  |              |
| TOPS  |             | 3,001,996    |
| TOPS  |             | 2,856,078    |
| TOPS  |             | 2,963,913    |
| TOPS FINER FOODS Stylized and Design                          |             | 1,092,993    |
| TOPS FRIENDLY MARKETS and Design                              |             | 1,094,076    |
| TOPS NEVER STOPS  |             | 1,499,050    |
| TOPS Stylized   |             | 2,326,658    |
| TOPS Stylized and Design                                      |             | 2,326,652    |
| TOPS XPRESS and Design  |             | 2,551,177    |

(b) Material License Agreements

(a) Sublicense Agreement between Ahold IP, Inc. and the Company, dated December 28, 2003, as amended by that certain Amendment to Sublicense Agreement dated January 1, 2006, and those certain updates to Schedule A of the Sublicense Agreement dated January 1, 2006 and January 1, 2007.

(b) License Agreement between Koninklijke Ahold N.V. and the Company, dated October 20, 2006 and effective as of September 1, 2004.

**Schedule C**

None