

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Second 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: 8**  
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## INTELLECTUAL PROPERTY SECOND LIEN SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECOND 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 Second Lien Secured Parties (as defined in the Second 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 Second 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 "**Second 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 Second Lien Credit Agreement and not otherwise defined herein are used herein as defined in the Second Lien Credit Agreement.

WHEREAS, as a condition precedent to the making of Loans by the Lenders under the Second Lien Term Loan Agreement, each Grantor has executed and delivered that certain Second 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 "**Second Lien Guarantee and Collateral Agreement**").

WHEREAS, under the terms of the Second Lien Guarantee and Collateral Agreement, Grantors have granted a second priority 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 Second 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.

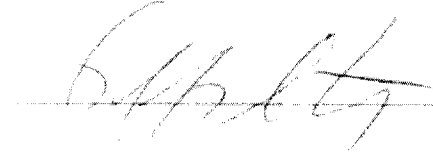
SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Second Lien Guarantee and Collateral Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and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

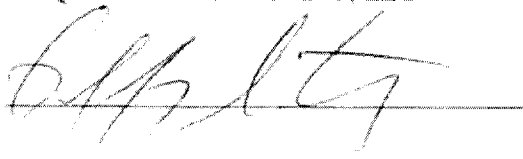
HANK HOLDING CORPORATION

By:  
Name:  
Title:



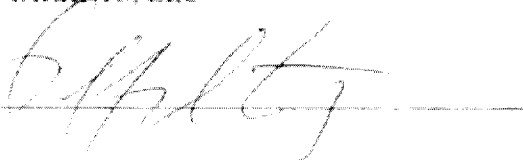
HANK ACQUISITION COMPANY, LLC

By:  
Name:  
Title:



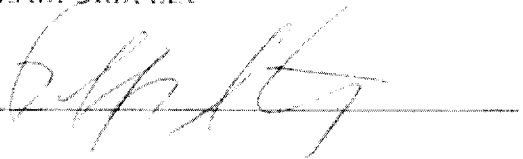
TOPS MARKETS, LLC

By:  
Name:  
Title:



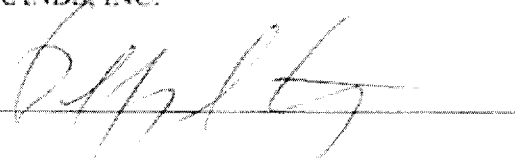
ARP BRADFORD, LLC

By:  
Name:  
Title:



TOI~~S~~BRANDS, INC.

By:  
Name:  
Title:



HSBC BANK USA, NATIONAL  
ASSOCIATION, as Collateral Agent

By:   
Name: Kyu Hwang  
Title: Senior Vice President

SECOND LIEN IP SECURITY AGREEMENT

TRADEMARK  
REEL: 003690 FRAME: 0340

**Schedule A**

None



**Schedule B**

(a) Marks of Tops Markets, LLC

<b>Trademark Name</b>	<b>App. Number</b>	<b>Reg. Number</b>
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 Stylized and Design		S19539
RX YOUR NEIGHBORHOOD DRUGSTORE AT TOPS 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

**Schedule C**

None