

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | INTELLECTUAL PROPERTY SECOND LIEN SECURITY RELEASE AGREEMENT |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------------------------|----------|----------------|-------------------------------------|
| HSBC BANK USA, NATIONAL ASSOCIATION | | 10/09/2009 | NATIONAL ASSOCIATION: UNITED STATES |

RECEIVING PARTY DATA

| | |
|--------------------------|--|
| Name: | HANK HOLDING CORPORATION |
| Street Address: | 1585 BROADWAY, 39TH FLOOR |
| Internal Address: | C/O: MORGAN STANLEY CAPITAL PARTNERS V FUNDING LLP |
| City: | NEW YORK |
| State/Country: | NEW YORK |
| Postal Code: | 10036 |
| Entity Type: | CORPORATION: DELAWARE |

| | |
|------------------------|-------------------------------------|
| Name: | HANK ACQUISITION COMPANY LLC |
| Street Address: | 6363 MAIN STREET |
| City: | WILLIAMSVILLE |
| State/Country: | NEW YORK |
| Postal Code: | 14221 |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE |

| | |
|------------------------|-------------------------------------|
| Name: | TOPS MARKETS, LLC |
| Street Address: | 6363 MAIN STREET |
| City: | WILLIAMSVILLE |
| State/Country: | NEW YORK |
| Postal Code: | 14221 |
| Entity Type: | LIMITED LIABILITY COMPANY: NEW YORK |

PROPERTY NUMBERS Total: 21

900145018

**TRADEMARK
 REEL: 004076 FRAME: 0336**

CH \$540.00 1047798

| 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 |
| 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: (646)848-4455
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-848-4455
Email: jlik@shearman.com
Correspondent Name: Timothy Franklin
Address Line 1: 599 Lexington Avenue
Address Line 2: Shearman & Sterling LLP
Address Line 4: New York, NEW YORK 10022

| | |
|-------------------------|--------------------|
| ATTORNEY DOCKET NUMBER: | 6921/1582 |
| NAME OF SUBMITTER: | TIMOTHY FRANKLIN |
| Signature: | /TIMOTHY FRANKLIN/ |

Date:

10/09/2009

Total Attachments: 5

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INTELLECTUAL PROPERTY SECOND LIEN SECURITY RELEASE AGREEMENT

This INTELLECTUAL PROPERTY SECOND LIEN SECURITY RELEASE AGREEMENT is dated as of October 9, 2009 (the "*IP Security Release*") and executed and delivered by HSBC Bank USA, National Association, as Collateral Agent (the "*Collateral Agent*") for each of the Second Lien Secured Parties (as defined in the Second Lien Guarantee and Collateral Agreement referred to below), in favor of Tops Holding Corporation (f/k/a Hank Holding Corporation), Tops Markets, LLC, ARP Bradford LLC, and Tops Brands, Inc. (collectively, the "*Grantors*"). All capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to those terms in the Second Lien Credit Agreement, the Second Lien Guarantee and Collateral Agreement, and the IP Security Agreement (as defined below).

WHEREAS, Hank Holding Corporation, a Delaware corporation, Hank Acquisition Company, LLC, a Delaware limited liability company, and Tops Markets, LLC, a New York limited liability company, entered into a Second Lien Credit Agreement dated as of December 1, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Second Lien Credit Agreement*"), with the Lenders, HSBC Bank USA, National Association, as Administrative Agent and Collateral Agent and HSBC Securities (USA) Inc., as Sole Lead Arranger and Sole Bookrunner;

WHEREAS, Hank Holding Corporation has merged with and into Tops Holding Corporation and Hank Acquisition Company, LLC has merged with and into Tops Markets, LLC;

WHEREAS, as a condition precedent to the making of Loans by the Lenders under the Second Lien Credit Agreement, each Grantor has executed and delivered to the collateral agent (i) that certain Second Lien Guarantee and Collateral Agreement dated as of 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*") pursuant to which each Grantor 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 Second Lien Secured Parties, and (ii) that certain Intellectual Property Second Lien Security Agreement dated as of December 1, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*");

WHEREAS, the IP Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on January 4, 2008 at Reel 003690 and Frame 0334;

WHEREAS, the Collateral Agent now desires to release its security interest in and to the Grantors' right, title and interest in and to the Collateral (as defined in the IP Security Agreement) identified in Schedule A attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Collateral Agent and the Grantors hereby agree as follows:

SECTION 1. Release of Security Interest. The Collateral Agent does hereby release and convey to the Grantors, without recourse, representation or warranty of any kind, all of the Collateral Agent's right, title and interest in and to the Grantors' right, title and interest in and to the Collateral (as defined in the IP Security Agreement) identified in Schedule A attached hereto.

SECTION 2. Execution in Counterparts. This IP Security Release 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 3. Governing Law. This IP Security Release shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the parties hereto have caused this IP Security Release to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

HSBC BANK USA, NATIONAL
ASSOCIATION, as Collateral Agent

By: 

Name: Jason Fuqua

Title: Assistant Vice President

Schedule A

(See Attached)

Trademarks

| 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 | | 0,357,127 |
| FINAST | | 0,959,600 |
| FINAST and Design | | 1,457,099 |
| HICKORY KITCHEN | | 828861 |
| RX YOUR NEIGHBORHOOD DRUGSTORE AT TOPS Stylized and Design | | 819519 |
| RX YOUR NEIGHBORHOOD DRUGSTORE AT TOPS Stylized and Design | | 300608903034 |
| SAYINGS CART, THE | | 2,529,733 |
| TOPS | | 783,677 |
| TOPS | | 1,433,181 |
| TOPS | | 1,465,722 |
| TOPS | | R30181 |
| TOPS | | R30182 |
| TOPS | 78469,822 | |
| TOPS | | 3,001,996 |
| TOPS | | 2,856,078 |
| TOPS | | 2,963,913 |
| TOPS FINEER 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 | | 2,328,653 |
| TOPS KPRESS and Design | | 2,551,177 |

Patents

NONE

Copyrights

NONE