TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Grocery Outlet Inc.		11/02/2009	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Societe Generale
Street Address:	1221 Avenue of the Americas
City:	New York
State/Country:	NEW YORK
Postal Code:	10020
Entity Type:	Bank:

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	3139032	¡OFERTAS EN MARCAS QUE USTED CONFÍA!
Registration Number:	3002627	BARGAIN HUNTER
Registration Number:	2964247	BARGAINS ON BRANDS YOU TRUST!
Registration Number:	3604714	GROCERY OUTLET BARGAIN MARKET
Registration Number:	2715156	GROCERY OUTLET BARGAINS ONLY!
Registration Number:	2775580	GROCERY OUTLET BARGAINS ONLY!
Registration Number:	3346419	
Serial Number:	77772416	BUCK-O-RAMA
Serial Number:	78832121	HARVEST DAY
Serial Number:	78827504	KEY BUY
Serial Number:	78831598	LADY LEE
Serial Number:	77125087	MACFRUGAL'S
Serial Number:	77699947	CANNED FOODS GROCERY OUTLETS

CH $340.00 3139032

CORRESPONDENCE DATA

Fax Number:	(866)459-2899

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone:	212-903-9000
Email:	oleh.hereliuk@federalresearch.com
Correspondent Name:	Shauin Wang
Address Line 1:	1345 Avenue of the Americas
Address Line 2:	c/o Linklaters LLP
Address Line 4:	New York, NEW YORK 10105

NAME OF SUBMITTER:	John Flynn
Signature:	/JF/
Date:	11/03/2009

Total Attachments: 5
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Form PTO-1594 (Rev. 11-08)
OMB Collection 0651-0027 (exp. 12/31/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Grocery Outlet Inc.

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

Citizenship (see guidelines)

Additional names of conveying parties attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Société Générale
Internal Address:
Street Address: 1221 Avenue of the Americas
City: New York
State: New York
Country: United States Zip: 10020

☐ Association Citizenship
☐ General Partnership Citizenship
☐ Limited Partnership Citizenship
☐ Corporation Citizenship
☒ Other Bank Citizenship

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)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) November 2, 2009 (See attached)

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

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See attached Schedule A.

B. Trademark Registration No.(s)

See attached Schedule A.

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See attached Schedule A.

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

Name: Shauin Wang c/o Linklaters LLP
Internal Address:
Street Address: 1345 Avenue of the Americas
City: New York
State: New York Zip: 10105
Phone Number: +1 212 903 9000
Fax Number: +1 212 903 9100
Email Address: shauin.wang@gmail.com

6. Total number of applications and registrations involved: 13

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $

☒ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number
Authorized User Name

9. Signature:

Signature — Date: November 2, 2009

Shauin Wang
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, Grocery Outlet Inc., a California corporation ("**Grantor**" or "**Company**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, GOBP Midco, Inc., a Delaware corporation, GOBP Acquisition Three Corp., a California corporation, and Grantor, have entered into a Credit Agreement dated as of November 2, 2009 (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the "**Credit Agreement**") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**") and Société Générale, as Administrative Agent for the Lenders (in such capacity, "**Secured Party**") pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, Company may from time to time enter, or may from time to time have entered, into one or more Hedge Agreements (collectively, the "**Lender Hedge Agreements**") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Hedge Agreements are entered into or thereafter Lenders or Affiliates of a Lender and are designated by Company to be secured by the Collateral Documents (in such capacity, collectively, the "**Hedge Agreement Counterparties**") in accordance with the terms of the Credit Agreement, and it is desired that the obligations of Company under the Lender Hedge Agreements, including, without limitation, the obligation of Company to make payments thereunder in the event of early termination thereof, together with all obligations of Company under the Credit Agreement and the other Loan Documents, be secured hereunder; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of November 2, 2009 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the "**Security Agreement**"), among Grantor, Secured Party and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

(a) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all United States trademarks, service marks, designs, logos, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on **Schedule A** annexed hereto) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States (except for any applications for Trademarks filed pursuant to 15 U.S.C. §1051(b)) (including, without limitation, the registrations and applications set forth on **Schedule A** annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

(b) all proceeds of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" shall have the meaning given to such term in the Uniform Commercial Code, as it exists on the date hereof or as it may hereafter be amended, in the State of New York.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

THIS GRANT OF TRADEMARK SECURITY INTEREST SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING, WITHOUT LIMITATION, SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 2 day of November, 2009.

GROCERY OUTLET INC.

By: _____

Name: Michael Ward

Title: Chief Financial Officer, Treasurer and Secretary

SCHEDULE A

TO

GRANT OF TRADEMARK SECURITY INTEREST

Owner	Mark	Reg. No. (App. No.)	Reg. Date (Filing Date)	Jurisdiction
Grocery Outlet, Inc.	"¡Ofertas En Marcas Que Usted Confia!" name	3139032	September 5, 2006	United States
Grocery Outlet, Inc.	"Bargain Hunter" name and design	3002627	September 27, 2005	United States
Grocery Outlet, Inc.	"Bargains on brands you trust!" name	2964247	June 28, 2005	United States
Grocery Outlet, Inc.	"Grocery Outlet Bargain Market" name	3604714	April 7, 2009	United States
Grocery Outlet, Inc.	"Grocery Outlet Bargains Only!" name	2715156	May 13, 2003	United States
Grocery Outlet, Inc.	"Grocery Outlet Bargains Only!" name and design	2775580	October 21, 2003	United States
Grocery Outlet, Inc.	Store Facade design	3346419	November 27, 2007	United States
Grocery Outlet, Inc.	"Buck O Rama" name	77772416 (application pending)	July 1, 2009	United States
Grocery Outlet, Inc.	"Harvest Day" name	78832121 (application pending)	March 8, 2006	United States
Grocery Outlet, Inc.	"Key Buy" name	78827504 (application pending)	March 2, 2006	United States
Grocery Outlet, Inc.	"Lady Lee" name	78831598 (application pending)	March 7, 2006	United States
Grocery Outlet, Inc.	"MacFrugal's" name	77125087 (application pending)	March 7, 2007	United States
Grocery Outlet, Inc.	"Canned Foods Grocery Outlets" name	77699947 (application pending)	March 26, 2009	United States