

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Penn Traffic Company		01/29/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

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: 12

Property Type	Number	Word Mark
Registration Number:	2547294	BAKERY FRESH NOW THAT'S FRESH!
Registration Number:	0981376	BIG BEAR
Registration Number:	3636274	BIG SMILES. FRESH FOOD. LOW PRICES.
Registration Number:	2540369	GARDEN FRESH PRODUCE NOW THAT'S FRESH!
Registration Number:	2588134	GLOUCESTER PIER
Registration Number:	2522584	GOLD LABEL
Registration Number:	1217929	BIG BEAR
Registration Number:	0739090	P & C
Registration Number:	1577082	P&C
Registration Number:	1693854	P&C
Registration Number:	2021018	P&C FOODS
Registration Number:	2996879	PERFECT CHOICE

CORRESPONDENCE DATA

CH \$315.00 2547294

Fax Number: (415)591-1400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 415-591-1000
Email: trademarksSF@winston.com
Correspondent Name: Becky L. Troutman - c/o Winston & Strawn
Address Line 1: 101 California Street
Address Line 2: Suite 3900
Address Line 4: San Francisco, CALIFORNIA 94111-5894

ATTORNEY DOCKET NUMBER:	085939.00002
NAME OF SUBMITTER:	Becky L. Troutman
Signature:	/Becky L. Troutman/
Date:	02/01/2010

Total Attachments: 10

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement") is made and entered into effective as of January 29, 2010 (the "Effective Date"), by and between, on the one hand, The Penn Traffic Company, a Delaware corporation, as successor to P & C Food Markets, Inc., having a place of business at 1200 State Fair Boulevard, P.O. Box 4965, Syracuse, New York 13206 ("Assignor"); and, on the other hand, TOPS MARKETS, LLC (or its assignee(s)), a New York limited liability company, having a place of business at 6363 Main St., Williamsville, NY 14221 ("Assignee"), with reference to the following.

- A. Assignor is the owner of the trademark registrations listed in Exhibit A attached hereto (the "Registered Marks");
- B. Assignor is the holder of certain rights in the common law trademarks listed in Exhibit B attached hereto (the "Common Law Marks"); and
- C. In connection with that certain Asset Purchase Agreement dated as of January 7, 2010, by and among Assignee and Assignor (the "**Asset Purchase Agreement**"), Assignor desires to transfer and assign all of its rights, title, and interest in and to the Registered Marks and Common Law Marks, together with all of the goodwill of the business associated with the Registered Marks and Common Law Marks, to Assignee and Assignee wishes to accept such transfer and assignment.

NOW THEREFORE, For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment of Registered Marks. Assignor hereby irrevocably sells, assigns, transfers and sets over to Assignee, its successors and assigns, the entire worldwide right, title and interest in and to the Registered Marks, the ongoing and existing business of Assignor to which the Registered Marks pertain and the goodwill of the business symbolized by the Registered Marks, together with all rights and privileges granted and secured thereby, including the right to sue and recover for any past infringement, said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its 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.
2. Assignment of Common Law Marks. Assignor hereby irrevocably sells, assigns, transfers releases and forever quitclaims to Assignee, its successors and assigns, Assignor's entire worldwide right, title and interest in and to the Common Law Marks, the ongoing and existing business of Assignor to which the Common Law Marks pertain and the goodwill of the business symbolized by the Common Law Marks, together with all rights and privileges granted and secured thereby, including the right to sue and recover for any past infringement, said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its 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.
3. Further Assurances. Assignor will, and will cause its affiliates to, promptly execute any additional assignment or other documents reasonably requested by Assignee, its successors and assigns, and do all other lawful acts reasonably necessary to carry out the intent of this

Agreement. The cost of recording and registering ownership rights in the Marks shall be borne solely by Assignee, its successors and assigns.

4. Miscellaneous. This Agreement and the exhibits hereto constitute the entire understanding and agreement of the parties with respect to the subject matter hereof and supersede any and all written or oral, prior or contemporaneous understandings and agreements. This Agreement shall be binding upon the parties, their successors and/or assigns, and all others acting by, through, with or under their direction, and all those in privity therewith. The governing law of this Agreement shall be that of the State of New York, without regard to its conflicts of law principles.

[Signature pages follow.]

S-186454

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Effective Date.

THE PENN TRAFFIC COMPANY

TOPS MARKETS, LLC

By: *DJM*
Name: Daniel J Mahoney
Title: SVP, general Counsel
Date: 1-28-10

By: _____
Name: _____
Title: _____
Date: _____

State of New York:
County of Westchester:

Personally appeared before me the above-named Daniel J Mahoney, to me well known, who signed the foregoing TRADEMARK ASSIGNMENT AGREEMENT on behalf of The Penn Traffic Company in my presence on the date thereof and acknowledged the same to be his/her voluntary act and deed.

Joan D Marshall
Notary Public

My commission to expire on _____.

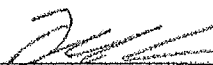
JOAN D. MARSHALL
Notary Public, State of New York
Qualified in Onon. Co. No. 4880736
Commission Expires December 16, 2016

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Effective Date.

THE PENN TRAFFIC COMPANY

TOPS MARKETS, LLC

By: _____

By:  _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

State of _____:

County of _____:

Personally appeared before me the above-named _____, to me well known, who signed the foregoing TRADEMARK ASSIGNMENT on behalf of The Penn Traffic Company in my presence on the date thereof and acknowledged the same to be his/her voluntary act and deed.

Notary Public

My commission to expire on _____.

EXHIBIT A
REGISTERED MARKS

Federal Applications and Registrations

Trademark	Class	Registration Number	Serial No.	Grant Date	Expiration Date	Goods
Bakery Fresh Now That's Fresh! & Design	35, 30	2,547,294	76/273,819	3/12/2002	3/12/2012	Bakery Goods in Class 30; Retail Bakery Store Services in Class 35
Big Bear	42	981,376	72/420,126	3/26/1974	3/26/2014	Retail grocery store services
Big Smiles. Fresh Food. Low Prices.	35	3,636,274	77/403,663	6/9/2009	6/9/2019	Supermarkets
Garden Fresh Produce Now That's Fresh! & Design	31, 35	2,540,369	76/261,675	2/19/2002	2/19/2012	Fresh fruits and vegetables in Class 31; retail store services featuring fresh fruits and vegetables in Class 35
Gloucester Pier	29	2,588,134	76/267,281	7/2/2002	7/2/2012	Fish, shellfish, seafood, seafood salads, crab cakes, seafood dips, seafood spreads, cream herring, shrimp cocktails and fried fish fillets
Gold Label	29, 35	2,522,584	76/261,932	12/25/2001	12/25/2011	Meat in Class 29; retail meat store services in Class 35
Outline of Bear with the words "Big Bear"	42	1,217,929	73/309,693	11/23/1982	11/23/2012	Retail grocery store services
P&C	30	739,090	72/119,410	10/9/1962	10/9/2012	Bread
P&C & Design	42	1,577,082	73/799,860	1/9/1990	1/9/2010	Supermarket services
P&C & Design	30	1,693,854	74/123,156	6/16/1992	6/16/2012	Bread, English muffins, buns, rolls & donuts in Class 30
P&C Foods & Design	42	2,021,018	75/049,379	12/3/1996	12/3/2016	Supermarket services
Perfect Choice	29	2,996,879	76/627,013	9/20/2005	9/20/2015	Meat

WEST VIRGINIA TRADEMARKS

Trademark	Class	Registration Number	Grant Date	Expiration Date	Goods

"Big Bear" with outline of a bear over the words	42	1006197	6/29/2001	6/29/2011	Grocery bags, advertisements, packaging, store signs & letterhead for retail grocery store services
"Big Bear" with outline of a bear to the right of the words	42	1001307	6/29/2001	6/29/2011	Grocery bags, advertisements, packaging, store signs & letterhead for retail grocery store services
BIG BEAR PLUS	42	1006674	6/29/2001	6/29/2011	Grocery bags, advertisements, packaging, signs, and letterhead for retail grocery, pharmacy and home furnishing services.
"Big Bear Wild Card Savings Card" with an outline of a bear	42	1006673	6/29/2001	6/29/2011	Mark is used on a card for retail grocery store services, whereby club members receive additional savings on selected supermarket services.
Garden Fresh Produce Now That's Fresh!	31	1006677	6/29/2001	6/29/2011	Packaging, advertisements and signs for fresh fruits and vegetables.
GIVE'EM A BIG BEAR HUG!	42	1006676	6/29/2001	6/29/2011	Packaging, advertisements and signs for retail grocery store services.
Old Smoke House Brand	29	1001306	6/29/2001	6/29/2011	Packaging of meats and meat products.
That's My Bear.	42	1006675	6/29/2001	6/29/2011	Packaging, advertisements, store signs, and delivery trucks for retail grocery store services

Other State Registrations

State Trade Name	Class	Registration Number	Grant Date	Expiration Date	Date to File Affidavit of Use/Renewal Affidavit	Goods
P&C FOODS #3145 (New Hampshire)	35	350418	06/09/2000			
P&C FOODS #3157 (New Hampshire)	35	350416	06/09/2000			

EXHIBIT B

COMMON LAW MARKS

Common Law Marks

QUALITY MARKETS FOOD & PHARMACY
 QUALITY MARKETS FOOD
 QUALITY MARKETS
 P&C MARKETS FOOD & PHARMACY
 P&C MARKETS FOOD
 P&C MARKETS

U.S. Trademark	Class	Registration Number	Serial No.	Grant Date	Expiration Date	Goods
Appletree Supermarkets	35		77/154,720		Abandoned	Supermarkets
Big Bear Plus	42	1,529,025	73/736,124	3/7/1989	Expired	Retail grocery, drug, and general merchandise store services
Give Em a Bear Hug	42	1,523,969	73/730,005	2/7/1989	Expired	Retail grocery store services
That's My Bear	42	1,518,534	73/730,004	12/27/1988	Expired	Retail grocery store services

Domestic State Trademarks

MARK	OWNER	STATE	CLASS	FILING DATE	REG. NO.	REG. DATE	STATUS
BETTY BROWN BAKERY	P	Ohio	35		4229	10/20/1981	Renewed 04/29/1991

¹ BIG= Big M Supermarkets, Inc. (NY); J=Johnston Sanitary Dairy, Division of Penn Traffic; P= Penn Traffic Company (Delaware); PA = Penn Traffic Acquisition Corp.; PC= P&C Food Markets, Inc. (Vermont); PCPB = Penny Curtiss Baking Company (NY); PP= Penn Traffic Company (Pennsylvania); PTC = Penn Traffic Co; S=Sani-Dairy, Division of Penn Traffic Co.

MARK	OWNER ¹	STATE	CLASS	FILING DATE	REG. NO.	REG. DATE	STATUS
BETTY BROWN BAKERY	P	Ohio	30		9459	10/20/1981	Canceled
BETTY BROWN BAKERY	P	West Virginia	30			01/15/1982	Registered?
BETTY BROWN'S FINEST	P	West Virginia	30			01/15/1982	Registered?
BIG BEAR (stylized)	P	West Virginia	42			01/15/1982	Registered?
BUCKEYE FARMS	PA	Ohio	29		6004	08/15/1969	Canceled
BUCKEYE PREMIUM STAMP	PA	Ohio	16		1457	12/19/1975	Canceled
BUTTER BRAND	BIG	Maine	29, 30			12/18/1975	Expired 12/18/1985
BUTTERBRAND	BIG	Massachusetts	29, 30			12/19/1975	Expired 12/19/1985
BUTTERBRAND	BIG	New Hampshire	29, 30			12/18/1975	Expired 12/18/1985
BUTTERBRAND	BIG	New York	29, 30		R16698	04/12/1976	Expired 04/12/1986
BUTTERBRAND	BIG	Pennsylvania	29, 30		776315	03/26/1976	Expired 03/26/1986
COBBLESTONE BAKERY (stylized)	PCBC	New York	29, 30		R17227	12/16/1976	Expired 12/16/1986
COUNTRY CLASSIC	PTC	Pennsylvania	30			06/10/1986	Registered?
COUPON BLITZ	PC	New Hampshire	42			02/11/1987	Registered?
FLEXACCOUNT	PTC	Maryland	35			05/23/1982	Inactive
FLEXACCOUNT	PTC	Ohio	35			08/20/1979	Inactive
FLEXACCOUNT	PTC	Pennsylvania	35		755610	08/26/1959	Expired 07/30/1991
GET THE BEAR MINIMUM PRICE	P	West Virginia	42			01/15/1982	Registered?
GET THE BEAR MINIMUM PRICE	PA	Ohio	35		4100	02/13/1981	Canceled
HAPPYTIME	J	West Virginia	30			02/26/1976	Registered?
HAPPYTIME	J	New York	29, 30		R17138	10/19/1976	Inactive 10/19/1986

MARK	OWNER ¹	STATE	CLASS	FILING DATE	REG. NO.	REG. DATE	STATUS
HAPPYTIME (Stylized)	S	Maryland	30		86-6641	02/18/1976	Renewed 04/02/1986?
HAPPYTIME & Design	J	Pennsylvania	29, 30		759920	02/19/1976	Expired 02/19/1986
HARTS	P	Ohio	42		SM 991	03/20/1979	Canceled
HARTS (stylized)	P	Ohio	42		SM 990	03/20/1979	Canceled
HARTS (stylized)	P	West Virginia	42			01/15/1982	Registered?
HARTS (stylized)	P	Ohio	42		SM 2422	12/27/1982	Canceled
HARTS & design	P	Ohio	35		SM 4262	12/27/1982	Canceled
HARTS BRINGS VALUE HOME TO YOU & design	P	Ohio	35		4263	12/27/1982	Canceled
MISCELLANEOUS design	P	West Virginia	42			01/15/1982	Registered?
MISCELLANEOUS design	P	Ohio	35		4098	02/13/1981	Renewed 02/13/1991?
MISCELLANEOUS design	P	Ohio	35		40990	02/13/1981	Renewed 02/13/1991?
MISCELLANEOUS design	P	Ohio	42		SM 63749	08/19/1993	Registered?
OLD SMOKE HOUSE	P	Ohio	29		81	09/21/1984	Expired in 2004
OLD SMOKE HOUSE & design	P	Ohio	29		88	06/02/1984	Expired in 2004
ONE PLUS BRAND & design.	J	Pennsylvania	29, 30		769311	03/26/1975	Expired 03/26/1985
PT STORE	PP	Pennsylvania	35			01/02/1973	Expired 01/02/1983
P&C	PC	Massachusetts	42		32774	05/24/1982	Expired 05/24/1992
P&C	PC	New York	29, 30		R16370	11/12/1975	Expired 11/12/1985
P&C	PC	New Hampshire	29			10/06/1975	Renewed 08/07/1985?
P&C	PC	Maine	29		840088T	11/18/1983	Expired 11/18/1993

MARK	OWNER ¹	STATE	CLASS	FILING DATE	REG. NO.	REG. DATE	STATUS
P&C FOOD	P	New Hampshire	42			11/22/1996	Registered?
P&C FOODS #3136	P	New Hampshire	35		350417	06/09/2000	Inactive
PENN WAY	P	Pennsylvania	42		778834	07/30/1981	Expired 07/30/1991
PENN WAY	P	Pennsylvania	29, 30		778833	10/17/1961	Expired 06/02/1991
PENN-WAY	P	Pennsylvania	25		778832	11/27/1961	Expired 11/04/1981
RIVERSIDE	PP	Pennsylvania	16			05/19/1969	Expired 05/19/1979
RIVERSIDE	PP	Pennsylvania	3			03/05/1969	Expired 03/05/1979
RIVERSIDE	PP	Pennsylvania	3			03/05/1969	Expired 03/05/1979
THE PRICE CHAMPION	PC	New York	35		S9973	03/26/1987	Registered?
THE PRICE CHAMPION	PC	Pennsylvania	29		1549044	01/30/1990	Registered?
TOP-CRISP	PA	Ohio	29		4914	06/07/1985	Registered?
TOP O' THE CROP	BIG	Massachusetts	29, 30			01/24/1975	Expired 01/24/1985
TOP O' THE CROP	BIG	Maine	29, 30			01/27/1975	Expired 01/27/1985
TOP O' THE CROP	BIG	New Hampshire	29, 30			12/13/1974	Expired 12/13/1984
TOP O' THE CROP	BIG	New York	29, 30		15781	12/23/1974	Expired 12/23/1984
TOP O' THE CROP	BIG	Pennsylvania	29, 30, 31, 32		781145	11/08/1974	Expired 11/08/1984
P&C		(N.H. Service Mark)	100		Vol.75, p.46	2/11/1987	Expired 2/11/1997
P&C		(N.H. Service Mark) (RENEWED)			Vol.93, p.15	2/11/1997	Expired 2/11/2007
P&C (VT Trade Name)					38,163	5/4/1989	?