

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
TOPS PT, LLC		01/29/2010	LIMITED LIABILITY COMPANY: NEW YORK

**RECEIVING PARTY DATA**

Name:	BANK OF AMERICA, N.A.
Street Address:	100 FEDERAL STREET
Internal Address:	9TH FLOOR
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Registration Number:	2547294	BAKERY FRESH NOW THAT'S FRESH!
Registration Number:	981376	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:	739090	P & C
Registration Number:	1577082	P&C
Registration Number:	1693854	P&C
Registration Number:	2021018	P&C FOODS
Registration Number:	2996879	PERFECT CHOICE

CH \$315.00 2547294

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: Zheng Bao  
Address Line 1: 599 Lexington Avenue  
Address Line 2: Shearman & Sterling LLP  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	36875/2
NAME OF SUBMITTER:	ZHENG BAO
Signature:	/ZHENG BAO/
Date:	02/03/2010

Total Attachments: 5  
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of this 29th day of January, 2010, among Tops PT, LLC (the "Grantor"), and Bank of America, N.A., in its capacity as collateral agent for the Credit Parties (together with its successors, "Collateral Agent").

### WITNESSETH:

WHEREAS, Grantor has executed and delivered to Collateral Agent, for the benefit of the Credit Parties, that certain Joinder Agreement dated as of even date herewith, pursuant to which the Grantor has joined, and become party to, among other Loan Documents, that certain Guarantee and Security Agreement dated as of October 9, 2009 by and among the Borrowers and Guarantors party thereto and the Collateral Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Collateral Agent, for the benefit of the Credit Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby pledges and grants to Collateral Agent, for its own benefit and for the benefit of the other Credit Parties, a lien on and security interest in all of the right, title and interest of Grantor in, to and under the following (collectively, the "Trademark Collateral");

(a) all of Grantor's United States Trademarks including those referred to on Schedule I hereto, including the goodwill exclusively symbolized thereby, provided that no security interest shall be granted in any 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 law;

(b) all renewals of the foregoing; and

(c) all proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any United States Trademark.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement secures, and the Trademark Collateral is collateral security for, the payment and performance in full when due of the Secured Obligations.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Credit Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and 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.

5. COUNTERPARTS. This Trademark Security Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement.

6. CONSTRUCTION. The rules of interpretation adopted in Section 1.2 of the Security Agreement shall be applicable to this Trademark Security Agreement.

7. INTERCREDITOR AGREEMENT. Notwithstanding anything to the contrary contained herein, the lien and security interest granted to the Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder is subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

8. GOVERNING LAW. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to conflicts of laws principles thereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**TOPS PT, LLC**

By: TOPS MARKETS, LLC, as sole member

By:

  
Name: \_\_\_\_\_


Title:

Signature Page to Trademark Security Agreement

ACCEPTED AND ACKNOWLEDGED  
BY:

BANK OF AMERICA, N.A.,  
as Collateral Agent

By:



Name: Roger Malouf  
Title: Vice President

Signature Page to Trademark Security Agreement

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

U.S. Trademarks and Applications for Registration

GRANTOR	REGISTRATION NUMBER	TRADEMARK
Tops PT, LLC	2,547,398	BAKERY FRESH NOW THAT'S FRESH! & DESIGN
Tops PT, LLC	981,376	BIG BEAR
Tops PT, LLC	3,636,274	BIG SMILER, FRESH FOOD, LOW PRICES
Tops PT, LLC	2,548,369	GARDEN FRESH PRODUCE NOW THAT'S FRESH! & DESIGN
Tops PT, LLC	2,588,154	GLOUCESTER PIER
Tops PT, LLC	2,572,584	GOLD LABEL
Tops PT, LLC	1,217,829	OUTLINE OF BEAR WITH THE WORDS "BIG BEAR"
Tops PT, LLC	739,090	P&C
Tops PT, LLC	1,577,082	P&C & DESIGN
Tops PT, LLC	1,697,854	P&C & DESIGN
Tops PT, LLC	2,021,018	P&C FOODS & DESIGN
Tops PT, LLC	2,996,879	PERFECT CHOICE