

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.		12/17/2012	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Barclays Bank PLC
Street Address:	1301 Avenue of the Americas
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Public Limited Company: UNITED KINGDOM

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	3139032	¡OFERTAS EN MARCAS QUE USTED CONFÍA!
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	
Registration Number:	3744651	BUCK-O-RAMA
Registration Number:	3782829	HARVEST DAY
Registration Number:	3779585	LADY LEE
Registration Number:	3701241	CANNED FOODS GROCERY OUTLETS
Registration Number:	4135086	INDEPENDENCE FROM HUNGER
Registration Number:	4135088	INDEPENDENCE FROM HUNGER
Registration Number:	4247576	NOSH
Registration Number:	4112260	ECO-FRUGAL

OP \$615.00 3139032

Registration Number:	3802978	OVERSHOP. UNDERSPEND.
Registration Number:	3851513	EARTHLINE NATURALS
Registration Number:	4205087	AMELIA'S GROCERY OUTLET
Registration Number:	4190703	AMELIA'S
Registration Number:	4249977	TAMMY UNDERSPEND
Registration Number:	4249976	LOIS PRICES
Registration Number:	4249975	DOUG
Registration Number:	4249974	BEN SAVEN
Registration Number:	4245918	FRUGAL FRIENDS
Registration Number:	4190431	BIG BRANDS. LITTLE PRICES.

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: daniel.cote@thomsonreuters.com

Correspondent Name: Andrew D. Hale

Address Line 1: 80 Pine Street

Address Line 2: Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Andrew D. Hale
Signature:	/daniel cote thomsonreuters/
Date:	12/18/2012

Total Attachments: 7

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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)
- Partnership
- Corporation- State: CA
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) December 17, 2012

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Barclays Bank PLC

Street Address: 1301 Avenue of the Americas

City: New York

State: NY

Country: USA Zip: 10019

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Public Limited Company Citizenship United Kingdom

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)

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

A. Trademark Application No.(s) _____ Text _____

See Schedule I

B. Trademark Registration No.(s) _____

See Schedule I

Additional sheet(s) attached? Yes No

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

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

Name: Andrew D. Hale

Internal Address: _____

Street Address: c/o Cahill Gordon Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3528

Docket Number: _____

Email Address: ahale@cahill.com

6. Total number of applications and registrations involved: 24

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

Andrew D. Hale

Name of Person Signing

December 17, 2012

Date

Total number of pages including cover sheet, attachments, and document: 7

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

First Lien Trademark Security Agreement

First Lien Trademark Security Agreement, dated as of December 17, 2012, by GROCERY OUTLET INC., a California corporation (the "Pledgor"), in favor of BARCLAYS BANK PLC, in its capacity as administrative agent (in such capacity, the "Administrative Agent") pursuant to the First Lien Credit Agreement (as defined below).

WITNESSETH:

WHEREAS, reference is made to that certain credit agreement, dated as of December 17, 2012 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "First Lien Credit Agreement"), by and among GOBP Midco, Inc., a Delaware corporation, the Pledgor, the lenders party thereto from time to time and the Administrative Agent;

WHEREAS, the Pledgor is party to a First Lien Guarantee and Collateral Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "First Lien Guarantee and Collateral Agreement") in favor of the Administrative Agent pursuant to which the Pledgor is required to execute and deliver this First Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the First Lien Credit Agreement, the Pledgor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the First Lien Guarantee and Collateral Agreement and used herein have the meaning given to them in the First Lien Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property (as defined in the First Lien Credit Agreement)).

SECTION 3. First Lien Guarantee and Collateral Agreement. The security interest granted pursuant to this First Lien Trademark Security Agreement is granted in conjunc-

tion with the security interest granted to the Administrative Agent pursuant to the First Lien Guarantee and Collateral Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the First Lien Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this First Lien Trademark Security Agreement is deemed to conflict with the First Lien Guarantee and Collateral Agreement, the provisions of the First Lien Guarantee and Collateral Agreement shall control.

SECTION 4. Termination. Upon the Termination Date, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this First Lien Trademark Security Agreement.

SECTION 5. Counterparts. This First Lien Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this First Lien Trademark Security Agreement by signing and delivering one or more counterparts.

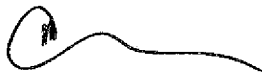
SECTION 6. Governing Law. This First Lien Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this First Lien Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

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

Very truly yours,

GROCERY OUTLET INC.,
as Pledgor

By:  _____

Name: Charles Bracher
Title: Chief Financial Officer

Accepted and Agreed:

BARCLAYS BANK PLC,
as Administrative Agent

By: _____
Name: Ritam Bhalla
Title: Director

Signature Page to First Lien Trademark Security Agreement

TRADEMARK
REEL: 004921 FRAME: 0405

SCHEDULE I
to
FIRST LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

OWNER	REGISTRATION NUMBER	TRADEMARK
Grocery Outlet Inc.	3139032	"¡Ofertas En Marcas Que Usted Confía!" name
Grocery Outlet Inc.	2964247	"Bargains on brands you trust!" name
Grocery Outlet Inc.	3604714	"Grocery Outlet Bargain Market" name
Grocery Outlet Inc.	2715156	"Grocery Outlet Bargains Only!" name
Grocery Outlet Inc.	2775580	"Grocery Outlet Bargains Only!" name and design
Grocery Outlet Inc.	3346419	Store Facade design
Grocery Outlet Inc.	3744651	"Buck O Rama" name
Grocery Outlet Inc.	3782829	"Harvest Day" name
Grocery Outlet Inc.	3779585	"Lady Lee" name
Grocery Outlet Inc.	3701241	"Canned Foods Grocery Outlets" name
Grocery Outlet Inc.	4135086	"Independence from Hunger" name
Grocery Outlet Inc.	4135088	"Independence from Hunger" name
Grocery Outlet Inc.	4247576	"N.O.S.H." name
Grocery Outlet Inc.	4112260	"Eco-Frugal" name

OWNER	REGISTRATION NUMBER	TRADEMARK
Grocery Outlet Inc.	3802978	"Overshop. Underspend." name
Grocery Outlet Inc.	3851513	"Earthline Naturals" name
Grocery Outlet Inc.	4205087	Amelia's Grocery Outlet
Grocery Outlet Inc.	4190703	Amelia's
Grocery Outlet Inc.	4249977	Tammy Underspend
Grocery Outlet Inc.	4249976	Lois Prices
Grocery Outlet Inc.	4249975	Doug
Grocery Outlet Inc.	4249974	Ben Saven
Grocery Outlet Inc.	4245918	Frugal Friends
Grocery Outlet Inc.	4190431	Big Brands. Little Prices.