

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
KINGS SUPER MARKETS, INC.		05/09/2013	CORPORATION: NEW JERSEY
BALDUCCI'S HOLDINGS LLC		05/09/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A.
Street Address:	750 WALNUT AVENUE
City:	CRANFORD
State/Country:	NEW JERSEY
Postal Code:	07016
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	1838164	KINGS
Registration Number:	1874010	KINGS
Registration Number:	2529053	KINGSLY
Registration Number:	1897848	SIGNATURE CLUB
Registration Number:	1315163	WITH LOVE FROM KINGS
Registration Number:	2213997	B SINCE 1916
Registration Number:	1340807	BALDUCCIS
Registration Number:	1340806	BALDUCCIS
Registration Number:	2641491	CAFE BALDUCCI
Registration Number:	3142981	FOOD LOVER'S MARKET
Registration Number:	3665709	B

OP \$315.00 1838164

Registration Number:

3789434

B

CORRESPONDENCE DATA

Fax Number:

2158511420

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

Phone:

215-851-1428

Email:

karmellino@reedsmith.com, philpocketing@reedsmith.com

Correspondent Name:

Mark T. Vogelbacker

Address Line 1:

1650 Market Street

Address Line 2:

Reed Smith LLP

Address Line 4:

Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:

223418.70119

NAME OF SUBMITTER:

Mark T. Vogelbacker

Signature:

/Mark T. Vogelbacker/

Date:

09/26/2013

Total Attachments: 9

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SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated this 9th day of May, 2013 (hereinafter, as it may be from time to time amended, modified, extended, renewed, substituted, and/or supplemented, referred to as this "Agreement"), is made by

KINGS SUPER MARKETS, INC., a corporation duly organized, validly existing and in good standing under the laws of the State of New Jersey, having a mailing address located at 700 Lanidex Plaza, Parsippany, New Jersey 07054 (hereinafter referred to as "Kings Super Markets"),

AND

BALDUCCI'S HOLDINGS LLC, a limited liability company duly formed, validly existing and in good standing under the laws of the State of Delaware, having a mailing address located at 700 Lanidex Plaza, Parsippany, New Jersey 07054 (hereinafter referred to as "Balducci's Holdings"), and hereinafter Kings Super Markets and Balducci's Holdings shall be collectively referred to as the "Grantors").

IN FAVOR OF

BANK OF AMERICA, N.A., a national banking association duly organized and validly existing under the laws of the United States of America, having an office located at 750 Walnut Avenue, Cranford, New Jersey 07016, in its capacity as the collateral agent (hereinafter, in such capacity, referred to as the "Collateral Agent") for the "Secured Parties" (as such term is defined in the "A&R Credit Agreement", defined below).

WITNESSETH:

WHEREAS, pursuant to the terms, conditions, and provisions of that certain Amended and Restated Credit Agreement dated April 15, 2009 executed by and among AG Kings Holdings Inc., a Delaware corporation (hereinafter referred to as "Kings Holdings"), as the borrower, Bank of America, N.A. (hereinafter referred to as "Bank of America") and Capital One, National Association (hereinafter referred to as "Capital One"), as lenders, and the Collateral Agent, as the Collateral Agent (hereinafter referred to as the "Original Credit Agreement"), Bank of America and Capital One made available to Kings Holdings (a) a secured revolving credit loan facility in the aggregate maximum principal amount of up to \$15,000,000.00, including a \$5,000,000.00 letter of credit sublimit for the issuance of standby letters of credit (hereinafter referred to as the "Original Revolving Credit Loan Facility"), (b) a secured term loan facility in the aggregate original principal amount of \$22,350,000.00 (hereinafter referred to as the "Original Term Loan Facility"), and (c) a swing line facility in the aggregate maximum principal amount of up to \$2,000,000.00 (hereinafter referred to as the "Original Swing Line"), and hereinafter the Original Revolving Credit Loan Facility, the Original Term Loan Facility, and the Original Swing Line shall be collectively referred to as the "Original Loan Facilities"); and

WHEREAS, pursuant to the terms, conditions, and provisions of that certain Amended and Restated Trademark Security Agreement dated as of April 15, 2009 (hereinafter referred to as the "Original Trademark Security Agreement") executed by the Grantors, as grantors, in favor of the Administrative Agent, as the secured party, the Grantors granted to the Administrative Agent a first priority pledge and grant of a security interest in and to all of the present and future interests of the Grantors in and to certain trademark collateral; and

WHEREAS, the Original Credit Agreement and all of the other "Loan Documents" (as such term is defined in Section 1.1 of the Original Credit Agreement) were amended and modified pursuant to the following (hereinafter collectively referred to as the "Amendments"): (a) that certain letter amendment dated October 19, 2010, executed by and among Kings Holdings, the Guarantors, Bank of America and Capital One, as lenders, and the Collateral Agent; and (b) that certain letter amendment dated July 8, 2011, executed by and among Kings Holdings, the Guarantors, Bank of America and Capital One, as lenders, and the Collateral Agent; and

WHEREAS, Kings Holdings and Kings Super Markets (hereinafter collectively referred to as the "Borrowers") have requested that the Collateral Agent and each "Lender" (as such term is defined in the Original Credit Agreement) amend and restate in their entirety the Original Credit Agreement, as amended by the Amendments, and the other Loan Documents, as amended by the Amendments, for the purposes of providing for (a) an amended and restated revolving credit loan facility in the aggregate maximum principal amount of up to Fifteen Million and 00/100 (\$15,000,000.00) Dollars (hereinafter, as it may be from time to time amended, modified, extended, renewed, substituted, and/or supplemented, referred to as the "Revolving Credit Loan Facility"), including a Ten Million and 00/100 (\$10,000,000.00) Dollar letter of credit sublimit for the issuance, on behalf of the Borrowers, of standby letters of credit, which Revolving Credit Loan Facility amends and restates in its entirety the Original Revolving Credit Loan Facility, as amended by the Amendments, (b) an amended and restated term loan facility in the aggregate original principal amount of up to Fifty Million and 00/100 (\$50,000,000.00) Dollars (hereinafter, as it may be from time to time amended, modified, extended, renewed, substituted, and/or supplemented, referred to as the "Term Loan Facility"), which Term Loan Facility amends and restates in its entirety the Original Term Loan Facility, as amended by the Amendments, (c) a delayed draw term loan facility in the aggregate original principal amount of up to Twenty-Five Million and 00/100 (\$25,000,000.00) Dollars (hereinafter, as it may be from time to time amended, modified, extended, renewed, substituted, and/or supplemented, referred to as the "Delayed Draw Term Loan Facility"), and (d) a Two Million and 00/100 (\$2,000,000.00) Dollar swing line facility (hereinafter, as it may be from time to time amended, modified, extended, renewed, substituted, and/or supplemented, referred to as the "Swing Line"), and hereinafter the Revolving Credit Loan Facility, the Term Loan Facility, the Delayed Draw Term Loan Facility, and the Swing Line shall be individually referred to as a "Loan Facility" and collectively referred to as the "Loan Facilities"), which Swing Line amends and restates in its entirety the Original Swing Line, as amended by the Amendments; and

WHEREAS, the Collateral Agent and each Lender have agreed pursuant to the terms, conditions, and provisions of that certain Second Amended and Restated Credit Agreement dated of even date herewith (hereinafter referred to as the "A&R Credit Agreement") executed by and among the Borrowers, as the borrowers, certain lenders party thereto (hereinafter collectively referred to as the "Lenders"), as lenders, Bank of America, as the "Swing Line Lender" (as such term is defined in Section 1.1 of the A&R Credit Agreement), Bank of America, as the "L/C Issuer" (as such term is defined in Section 1.1 of the A&R Credit Agreement), and the Collateral Agent, as the Administrative Agent on behalf of the Lenders, to amend and restate in its entirety the Original Credit Agreement, as amended and modified by the Amendments, for the purposes more particularly set forth therein; and

WHEREAS, in connection with the execution and delivery of the A&R Credit Agreement, the parties hereto desire to amend and restate in its entirety the Original Trademark Security Agreement, as amended by the Amendments, for the purposes more particularly set forth herein; and

WHEREAS, all capitalized terms not defined herein shall have the meaning ascribed to them in, or incorporated by reference in, the "Obligor Security Agreement" (as such term is defined in the A&R Credit Agreement), and the rules of interpretation set forth in Section 1.2 of the Obligor Security Agreement shall be applicable hereto.

NOW, THEREFORE, IN CONSIDERATION OF THESE PREMISES AND THE MUTUAL REPRESENTATIONS, COVENANTS, AND AGREEMENTS OF THE GRANTORS AND THE COLLATERAL AGENT, EACH PARTY, BINDING ITSELF AND ITS SUCCESSORS AND/OR ASSIGNS, THE GRANTORS AND THE COLLATERAL AGENT HEREBY PROMISE, COVENANT, AND AGREE TO AMEND AND RESTATE THE ORIGINAL TRADEMARK SECURITY AGREEMENT, AS AMENDED BY THE AMENDMENTS, WITH ALL OF THE TERMS, CONDITIONS, AND PROVISIONS SET FORTH HEREINBELOW AND ALL OF THE TERMS, CONDITIONS, AND PROVISIONS OF THE ORIGINAL TRADEMARK SECURITY AGREEMENT, AS AMENDED BY THE AMENDMENTS, ARE HEREBY DEEMED SUPERSEDED, SUBSTITUTED, AND REPLACED BY THE FOLLOWING:

SECTION 1. Grant of Security Interest. As security for the prompt payment and performance of the Obligations, the Grantors hereby grant to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in (whether now owned or hereafter acquired by the Grantors and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Grantors in and to the following, whether now existing or hereafter acquired:

- (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto (including, without limitation, those listed on Schedule "A" attached to this Agreement and made a part hereof);
- (ii) all renewals of any of the foregoing;
- (iii) all licenses, including Trademark Licenses, and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;
- (iv) all rights to sue for past, present or future infringements of any of the foregoing;
- (v) all good will related to any of the foregoing; and
- (vi) all proceeds of any and all of the foregoing.

SECTION 2. Reference to Security Agreement. This Agreement has been entered into by the Grantors in favor of the Collateral Agent primarily for recording purposes as contemplated by the Obligor Security Agreement. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of the Obligor Security Agreement, the terms and provisions of the Obligor Security Agreement shall govern.

SECTION 3. Governing Law. This Agreement and the rights of the parties hereunder shall be construed and interpreted in accordance with the law of the State of New York, without application of the rules regarding conflicts of laws (other than section 5-1401 of the New York General Obligations Law).


SECTION 4. JURY TRIAL WAIVER. THE GRANTORS HEREBY IRREVOCABLY WAIVE ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

SECTION 5. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile transmission or electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

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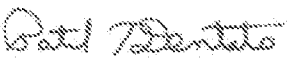
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

ATTEST:

By: 
Name: _____
Title: MONICA BONAMEGO
CONTROLLER

GRANTORS:

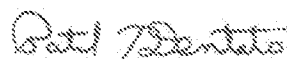
KINGS SUPER MARKETS, INC., a New Jersey corporation

By: 
Name: _____
Patrick T. Dentato
Treasurer, CFO, SVP and Secretary

WITNESS:


Name: _____
MONICA BONAMEGO

BALDUCCI'S HOLDINGS LLC, a Delaware limited liability company

By: 
Name: _____
Patrick T. Dentato
President, CEO, Secretary and Treasurer

ACCEPTED AND ACKNOWLEDGED:

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

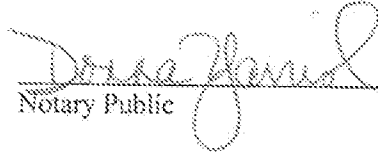
By: 
Name: Rosanne Parsill
Title: Vice President

STATE OF New Jersey :

88:

COUNTY OF Morris :

On this 9th day of May, 2013, before me personally appeared **Patrick T. Dentato**, to me known who, being by me duly sworn, did depose and say that he is the **Treasurer, CFO, SVP and Secretary** of **KINGS SUPER MARKETS, INC.**, a grantor described herein, and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by **KINGS SUPER MARKETS, INC.**

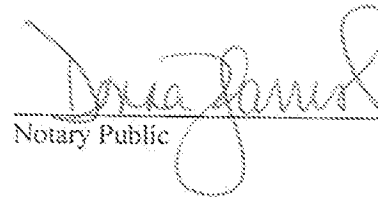

Notary Public

STATE OF New Jersey :

88:

COUNTY OF Morris :

On this 9th day of May, 2013, before me personally appeared **Patrick T. Dentato**, to me known who, being by me duly sworn, did depose and say that he is **President, CEO, Secretary and Treasurer** of **BALDUCCI'S HOLDINGS LLC**, a grantor described herein, and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by **BALDUCCI'S HOLDINGS LLC**


Notary Public


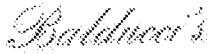
[SECOND AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT]

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SCHEDULE "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN SECOND AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT EXECUTED BY KINGS SUPER MARKETS INC. AND
BALDUCCI'S HOLDINGS LLC IN FAVOR OF BANK OF AMERICA, N.A.
DATED MAY 9, 2013

U.S. Trademark Registrations



Trademark	Filing Date	Appl. No.	Issue Date	Reg. No.	Status	Owner
KINGS	06/11/1992	74283936	05/31/1994	1838164	05/31/2014	Kings Super Markets, Inc.
KINGS	06/15/1992	74284370	01/17/1995	1874010	01/17/2015	Kings Super Markets, Inc.
KINGSLY	01/07/2000	75889764	01/15/2002	2529053	01/15/2022	Kings Super Markets, Inc.
SIGNATURE CLUB	11/17/1993	74458981	06/06/1995	1897848	06/06/2015	Kings Super Markets, Inc.
WITH LOVE FROM KINGS	01/23/1984	73462212	01/15/1985	1315163	01/15/2015	Kings Super Markets, Inc.
B SINCE 1916 design: 	06/05/1997	75304086	12/29/1998	2213997	12/29/2018	Balducci's Holdings LLC
BALDUCCIS	09/30/1982	73398759	06/11/1985	1340807	06/11/2015	Balducci's Holdings LLC
BALDUCCI'S script design 	09/30/1982	73398004	06/11/1985	1340806	06/11/2015	Balducci's Holdings LLC
CAFÉ BALDUCCI	06/03/1999	75720620	10/29/2002	2641491	10/29/2012	Balducci's Holdings LLC
FOOD LOVER'S MARKET	03/16/2004	78384864	09/12/2006	3142981	09/12/2016	Balducci's Holdings LLC

U.S. Pending Trademark Applications

Trademark	Filing Date	Appl. No.	Issue Date	Reg. No.	Status	Owner
"B" design	06/06/2008	77493068		3665709	08/11/2014	Balducci's Holdings LLC

[SECOND AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT]
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TRADEMARK
REEL: 005117 FRAME: 0854

						
"B" design						
	06/06/2008	77493068		3789434	5/18/2006	Balducci's Holdings LLC

[SECOND AMENDED AND RESTATED
 TRADEMARK SECURITY AGREEMENT]
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