

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM341217

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NAI Saturn Eastern LLC		02/19/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Citibank, N.A, as Collateral Agent		
<b>Street Address:</b>	388 Greenwich Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10013		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3005346	GENUARDI'S SMART CHECK GENUARDI'S CLUB	
<b>Registration Number:</b>	2337432	GENUARDI'S FAMILY MARKETS	
<b>Registration Number:</b>	2320339	G GENUARDI'S FAMILY MARKETS COMMUNITY CA	
<b>Registration Number:</b>	2062539	G GENUARDI'S	
<b>Registration Number:</b>	2060357	GENUARDI'S	
<b>Registration Number:</b>	2060358	G	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	(212) 701-3365		
<b>Email:</b>	wayne.fitzpatrick@thomsonreuters.com		
<b>Correspondent Name:</b>	Elaine Carrera, Legal Assistant		
<b>Address Line 1:</b>	80 Pine Street		
<b>Address Line 2:</b>	c/o Cahill Gordon & Reindel LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10005		
<b>NAME OF SUBMITTER:</b>	Elaine Carrera		
<b>SIGNATURE:</b>	/Wayne Fitzpatrick/		
<b>DATE SIGNED:</b>	05/13/2015		

OP \$165.00 3005346

**Total Attachments: 6**

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## **Trademark Security Agreement**

**Trademark Security Agreement**, dated as of February 19, 2015, by NAI SATURN EASTERN LLC (the “Grantor”), in favor of CITIBANK, N.A., in its capacity as collateral agent pursuant to the Term Loan Agreement (in such capacity, the “Collateral Agent”).

### WITNESSETH:

WHEREAS, the Grantors are party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties (and, to the extent provided for in Section 10.1 of the Security Agreement, for the benefit of the 2037 ASC Debentures Holders), to enter into the Term Loan Agreement, the Grantors hereby agree with the Collateral Agent as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties (and, to the extent provided for in Section 10.1 of the Security Agreement, for the benefit of the 2037 ASC Debentures Holders) 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 such Grantor:

- (a) Trademarks of such Grantor 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 Assets).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party

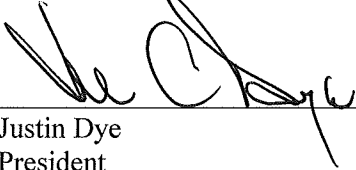
hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by telecopy, pdf or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this 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 undersigned has caused this Trademark Security Agreement to be executed by its duly authorized officer as of the date first written above.

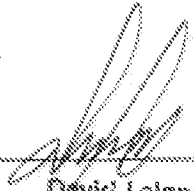
**NAI SATURN EASTERN LLC**

By:   
Name: Justin Dye  
Title: President

Accepted and Agreed:


CITIBANK, N.A.,  
as Collateral Agent

By: \_\_\_\_\_



Name: David Leland  
Title: Vice President

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

<b>Mark</b>	<b>Serial Number</b>	<b>Reg. Number</b>
GENUARDI'S SMART CHECK GENUARDI'S CLUB	76452439	3005346
GENUARDI'S FAMILY MARKETS	75510411	2337432
G GENUARDI'S FAMILY MARKETS COMMUNITY CASH BACK PROGRAM	75473300	2320339
G GENUARDI'S	74675170	2062539
GENUARDI'S	74675169	2060357
	74675171	2060358