

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM363270

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|-----------------------------------|---|--|---------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Amendment No. 1 to Security Agreement (ABL) | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Number Holdings, Inc. | | 11/19/2015 | CORPORATION: DELAWARE |
| 99 Cents Only Stores Texas, Inc. | | 11/19/2015 | CORPORATION: DELAWARE |
| 99 Cents Only Stores LLC | | 11/19/2015 | LIMITED LIABILITY COMPANY: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | Royal Bank of Canada, as Collateral Agent, under the ABL Credit Agreement | | |
| Street Address: | 20 King Street West | | |
| Internal Address: | 4th Floor | | |
| City: | Toronto | | |
| State/Country: | CANADA | | |
| Postal Code: | M5H 1C4 | | |
| Entity Type: | Bank: CANADA | | |
| PROPERTY NUMBERS Total: 14 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1724475 | OPEN 9 DAYS A WEEK 9 AM - 9 PM | |
| Registration Number: | 3132449 | HIGHWAY 99 | |
| Registration Number: | 3132450 | HIGHWAY 99 | |
| Registration Number: | 3144871 | HIGHWAY 99 YOUR ROAD TO GREAT SAVINGS | |
| Registration Number: | 4017657 | TEACHER'S CHOICE | |
| Registration Number: | 3675810 | CLUB 99 | |
| Registration Number: | 3657489 | THE RIGHT STORE... NOW MORE THAN EVER! | |
| Registration Number: | 3666300 | AMERICA'S INFLATION FIGHTER | |
| Registration Number: | 3757400 | SAVE MORE SHOP US FIRST! | |
| Serial Number: | 77855434 | HOME STORAGE PLUS | |
| Serial Number: | 77888839 | PERFECT PARTY | |
| Serial Number: | 85093846 | NATURAL \$SAVINGS ECO CENTS EARTHLY \$SAVING | |
| Serial Number: | 85384827 | BIGGER VALUE | |
| Serial Number: | 85384823 | BIGGER VALUES | |

OP \$365.00 1724475

CORRESPONDENCE DATA**Fax Number:** 8004947512

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.

Phone: 202-370-4750**Email:** ipteam@nationalcorp.com**Correspondent Name:** Dwayne C. Houston**Address Line 1:** 1025 Vermont Avenue Avenue NW, Suite 113**Address Line 2:** National Corporate Research, Ltd.**Address Line 4:** Washington, D.C. 20005

| | |
|--------------------------------|---------------------|
| ATTORNEY DOCKET NUMBER: | F159676 |
| NAME OF SUBMITTER: | Teresa L. McNally |
| SIGNATURE: | /Teresa L. McNally/ |
| DATE SIGNED: | 11/20/2015 |

Total Attachments: 6

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AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT

This **AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT**, dated as of November 19, 2015 (this "Amendment"), is delivered pursuant to that certain Trademark Security Agreement, dated as of January 13, 2012 (the "Trademark Security Agreement"), among Grantors listed on the signature pages thereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **ROYAL BANK OF CANADA**, as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, "Collateral Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Trademark Security Agreement, which by this reference is incorporated herein.

WHEREAS, Grantors and Collateral Agent are parties to that certain Trademark Security Agreement recorded with the United States Patent and Trademark Office on January 17, 2012 at Reel 4699, Frame 0479; and

WHEREAS, Grantors and Collateral Agent wish to amend the Trademark Security Agreement by adding Trademarks to the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Trademark Security Agreement as follows:

1. Grantors and Collateral Agent hereby agree that Schedule I to the Trademark Security Agreement is hereby amended by adding the Trademark Collateral listed on Exhibit A attached hereto (the "Additional Trademark Collateral"), which such Additional Trademark Collateral shall be and become part of the Trademark Collateral referred to in the Trademark Security Agreement and Schedule I attached thereto and shall secure all Secured Obligations.

2. Grantors hereby: (a) reaffirm all prior grants of security interests in favor of Collateral Agent in all of Grantors' right, title, and interest in, to, and under the Trademark Collateral identified on Schedule I to the Trademark Security Agreement prior to the effectiveness of this Amendment; (b) grants, assigns, and pledges to Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of Grantors' right, title, and interest in, to, and under the Additional Trademark Collateral identified on Exhibit A attached hereto; (c) represent and warrant that the representations and warranties in the Trademark Security Agreement, as amended by the Amendment, are true and correct in all material respects on and as of the date hereof, as though made on such date; and (d) agree that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.

3. **THE VALIDITY OF THIS AMENDMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

4. This Amendment is a Loan Document. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Amendment. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart

of this Amendment but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment.

[SIGNATURE PAGES TO FOLLOW]

[SIGNATURE PAGE TO AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT
(ABL)]

TRADEMARK
REEL: 005674 FRAME: 0080

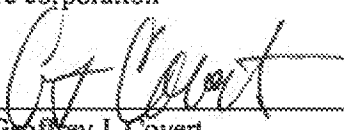
IN WITNESS WHEREOF, the undersigned parties hereto have executed this Amendment by and through their duly authorized officers, as of the day and year first above written.

GRANTORS:

NUMBER HOLDINGS, INC., a Delaware corporation

By: 
Name: Geoffrey J. Covert
Title: President and Chief Executive Officer

99 CENTS ONLY STORES TEXAS, INC., a Delaware corporation

By: 
Name: Geoffrey J. Covert
Title: President

99 CENTS ONLY STORES LLC, a California limited liability company

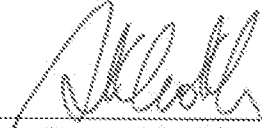
By: 
Name: Geoffrey J. Covert
Title: President and Chief Executive Officer

[SIGNATURE PAGE TO AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT (ABL)]

TRADEMARK
REEL: 005674 FRAME: 0081

COLLATERAL AGENT:

ROYAL BANK OF CANADA, as Collateral Agent and
Grantee

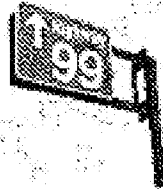

By: 
Name: Susan Khokher
Title: Manager, Agency

[SIGNATURE PAGE TO AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT
(ABL)]

TRADEMARK
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EXHIBIT A
SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

| <u>Owner</u> | <u>Mark</u> | <u>Registration Number/Serial Number</u> | <u>Registration Date/Filing Date</u> |
|---------------------|---|---|---|
| 99¢ Only Stores | OPEN 9 DAYS A WEEK 9 AM - 9 PM | 1724475 | October 13, 1992 |
| 99¢ Only Stores | HIGHWAY 99 | 3132449 | August 22, 2006 |
| 99¢ Only Stores |  | 3132450 | August 22, 2006 |
| 99¢ Only Stores | HIGHWAY 99 YOUR ROAD TO GREAT SAVINGS | 3144871 | September 19, 2006 |
| 99¢ Only Stores | TEACHER'S CHOICE | 4017657 | August 30, 2011 |
| 99¢ Only Stores | HOME STORAGE PLUS | 77855434 (Serial #) | October 22, 2009 (Filing Date) |
| 99¢ Only Stores | CLUB 99 | 3675810 | September 1, 2009 |
| 99¢ Only Stores | THE RIGHT STORE... NOW MORE THAN EVER | 3657489 | July 21, 2009 |
| 99¢ Only Stores | AMERICA'S INFLATION FIGHTER | 3666300 | August 11, 2009 |
| 99¢ Only Stores | SAVE MORE SHOP US FIRST | 3757400 | March 9, 2010 |
| 99¢ Only Stores | Perfect Party | 77888839 (Serial #) | December 8, 2009 (Filing Date) |
| 99¢ Only Stores |  | 85093846 (Serial #) | July 30, 2010 (Filing Date) |
| 99¢ Only Stores | BIGGER VALUE | 85384827 (Serial #) | July 29, 2011 (Filing Date) |

| | | | |
|-----------------|---------------|---------------------|-----------------------------|
| 99¢ Only Stores | BIGGER VALUES | 85384823 (Serial #) | July 29, 2011 (Filing Date) |
|-----------------|---------------|---------------------|-----------------------------|