

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM364057

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
QSI, Inc.		09/01/2015	CORPORATION: HAWAII
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	3121 W. March Lane, Suite 210		
<b>City:</b>	Stockton		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95219		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3263144	AT HOME IN THE ISLANDS	
<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>	4152789024		
<b>Email:</b>	landwebe@chapman.com		
<b>Correspondent Name:</b>	Joseph R. Landweber		
<b>Address Line 1:</b>	595 Market Street, 26th Floor		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105		
<b>NAME OF SUBMITTER:</b>	Joseph Landweber		
<b>SIGNATURE:</b>	/Joseph Landweber/		
<b>DATE SIGNED:</b>	12/01/2015		
<b>Total Attachments: 6</b>			
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**GRANT OF TRADEMARK SECURITY INTEREST**

This GRANT OF TRADEMARK SECURITY INTEREST (this "Agreement"), dated as of September 1, 2015, is by and between, QSI, INC., a Hawaii corporation ("Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, as agent ("Agent") for the benefit of the Lenders (as defined in the hereinafter defined Credit Agreement). Each capitalized term utilized in this Agreement that is not defined in the Security Agreement (as hereinafter defined), the Credit Agreement (as hereinafter defined) or this Agreement, but is defined in the Uniform Commercial Code of the State of Hawaii as in effect from time to time (the "UCC"), shall have the meaning set forth in Article 1, 8 or 9 of the UCC, as applicable.

WHEREAS, Grantor owns and uses in its business, and will, in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below);

WHEREAS, Grantor and PAQ, Inc., a California corporation (collectively, "Borrower"), have entered into that certain Third Amended and Restated Credit Agreement, dated of even date herewith (as amended, restated, modified or supplemented from time to time, the "Credit Agreement"), by and among Borrower, Agent and the lenders from time to time party thereto (collectively, the "Lenders"), pursuant to which the Lenders have extended certain financial accommodations to Borrower;

WHEREAS, Grantor has executed and delivered that certain Second Amended and Restated Security Agreement dated of even date herewith (as amended, restated modified or supplemented from time to time, the "Security Agreement"), by and among Grantor and Agent, pursuant to which Grantor has granted to Agent a security interest in, and Agent has become a secured creditor with respect to, the Collateral specified therein, including the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Agent pursuant to the Security Agreement, Grantor hereby grants to Agent a security interest in all of Grantor's right, title and interest in and to the following, in each case, whether now or hereafter existing or whether now owned or hereafter acquired and wherever the same may be located (the "Trademark Collateral"):

- (i) all trademarks, service marks, designs, logos, indicia, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the "Trademarks"), all registrations that have been or may hereafter be issued or applied for thereon in the United States of America ("United States") and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event

any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of Grantor's business connected with the use of and symbolized by the Trademarks; and

(ii) all Proceeds and Accessions with respect to any of the foregoing.

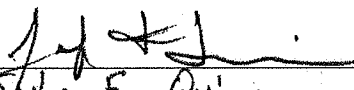
Notwithstanding anything herein to the contrary, in no event shall the "Collateral" include, and Grantor shall not be deemed to have granted a security interest in any of Grantor's rights in or under, any United States intent-to-use trademark or service mark application to the extent that, and solely during the period prior to the filing of evidence of use of such trademark or service mark, the grant of a security interest therein would invalidate such intent-to-use trademark or service mark application under Federal law.

Grantor does hereby further acknowledge and affirm that this Agreement is made in connection with, and subject to the terms of, the Security Agreement and that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral 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, including, without limitation, Section 14. In the event of an irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the Security Agreement shall control.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, this Agreement has been duly executed on the day and year specified at the beginning hereof.

QSI, INC., a Hawaii corporation

By:   
Name: John F. Quinn  
Title: CEO & Secretary

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Agent

By: \_\_\_\_\_  
Name: Dana Swanson  
Title: Vice President

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3582954

*Grant of Trademark Security Interest (QSI)*

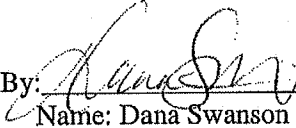
**TRADEMARK**  
**REEL: 005678 FRAME: 0722**

IN WITNESS WHEREOF, this Agreement has been duly executed on the day and year specified at the beginning hereof.

QSI, INC., a Hawaii corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Agent

By:  \_\_\_\_\_  
Name: Dana Swanson  
Title: Vice President

3857247  
3582954

*Grant of Trademark Security Interest (QSI)*

**TRADEMARK**  
**REEL: 005678 FRAME: 0723**

**SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST**

NAME	TYPE	CATEGORY	REGISTRATION NUMBER	REGISTRATION DATE	STATUS
AT HOME IN THE ISLANDS	Trade Name	NO CATEGORY SELECTED	3263144	Jul 14, 2011	Active
BIG SAVE	Trade Name	NO CATEGORY SELECTED		Jul 26, 2011	Active
BIG SAVE MARKETS	Trade Name	NO CATEGORY SELECTED		Jul 26, 2011	Active
BIG SAVE MARKETS (& DESIGN OF TARO LEAVES)	Service Mark	ADVERTISING AND BUSINESS (35)		Jul 26, 2011	Active
BIG SAVE VALUE CENTER	Trade Name	NO CATEGORY SELECTED		Jul 26, 2011	Active
BUTCHER'S CLASSIC	Trade Mark	MEATS AND PROCESSED FOODS (29)		Jan 22, 2002	Active
CAFE KIHEI	Trade Name	NO CATEGORY SELECTED		Feb 9, 2012	Active
FOOD 4 LESS	Trade Name	NO CATEGORY SELECTED		Jul 14, 2011	Active
GREAT BEEF MADE SIMPLE	Trade Mark	MEATS AND PROCESSED FOODS (29)		Jan 22, 2002	Active
SHIMA'S	Trade Name	NO CATEGORY SELECTED		Apr 1, 2014	Active
SHIMA'S MARKET	Trade Name	NO CATEGORY SELECTED		Apr 1, 2014	Active
SHIMA'S SUPERMARKET	Trade Name	NO CATEGORY SELECTED		Apr 1, 2014	Active
SHOP AND SCORE	Trade Name	NO CATEGORY SELECTED		Mar 27, 2014	Active
SMDESIGN (THE LETTER "T", IN BUBBLE BLOCK LOWERCAS...	Service Mark	ADVERTISING AND BUSINESS (35)		Jan 29, 2002	Active
SMDESIGN (THE WORD "TIMES", IN BUBBLE BLOCK LOWERC...	Service Mark	ADVERTISING AND BUSINESS (35)		Jan 29, 2002	Active
TASTE OF TIMES	Trade Name	NO CATEGORY SELECTED		Jan 18, 2013	Active
TIMES PHARMACY	Trade Name	NO CATEGORY SELECTED		Feb 28, 2002	Active
TIMES SUPER MARKET	Trade Name	NO CATEGORY SELECTED		Apr 18, 2002	Active