

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM370329

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Great Atlantic & Pacific Tea Company, Inc.		12/15/2015	CORPORATION: MARYLAND
Pathmark Stores, Inc.		12/15/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	K-50-15 Corp.		
<b>Street Address:</b>	444 South Fulton Avenue		
<b>Internal Address:</b>	C/O P.S.K.		
<b>City:</b>	Mount Vernon		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10553		
<b>Entity Type:</b>	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0854358	PATHMARK	
<b>Registration Number:</b>	0919137	PATHMARK	
<b>Registration Number:</b>	1034492	PATHMARK	
<b>Registration Number:</b>	3789447	PATHMARK GOSPEL CHOIR COMPETITION	
<b>Registration Number:</b>	3691490	CHEFMARK	
<b>Registration Number:</b>	1922594	BIG DEALS	
<b>Registration Number:</b>	1412706	SAV-A-CENTER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3026568920		
<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>	302-622-4226		
<b>Email:</b>	dmgregor@foxrothschild.com		
<b>Correspondent Name:</b>	Deanna M. McGregor		
<b>Address Line 1:</b>	2000 Market Street, 20th Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>ATTORNEY DOCKET NUMBER:</b>	011976.00018		

OP \$190.00 0854358

<b>NAME OF SUBMITTER:</b>	Deanna M. McGregor
<b>SIGNATURE:</b>	/-d-/
<b>DATE SIGNED:</b>	01/25/2016
<b>Total Attachments: 5</b> source=Assignment - Pathmark & Great Atlantic to K-50-15 Corp#page1.tif source=Assignment - Pathmark & Great Atlantic to K-50-15 Corp#page2.tif source=Assignment - Pathmark & Great Atlantic to K-50-15 Corp#page3.tif source=Assignment - Pathmark & Great Atlantic to K-50-15 Corp#page4.tif source=Assignment - Pathmark & Great Atlantic to K-50-15 Corp#page5.tif	

**TRADEMARK ASSIGNMENT AGREEMENT**

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), dated as of December 16, 2015, is entered into by and between The Great Atlantic & Pacific Tea Company, Inc., a Maryland corporation ("A&P"), Pathmark Stores, Inc., a Delaware corporation and a wholly-owned Subsidiary of A&P (together with A&P, "Assignors") and K-50-15 Corp., a New York corporation ("Assignee"). Except as otherwise defined herein, capitalized terms used in this Assignment shall have the meanings ascribed to them in the IP Asset Purchase Agreement dated December 3, 2015 by and between Assignors and Assignee (the "Purchase Agreement").

WHEREAS Assignors are the owner of all right, title, interest, and goodwill in and to the trademarks, trademark registrations and applications listed in the attached Schedule A (the "Trademarks"); and

WHEREAS, pursuant to the Purchase Agreement, Assignors have agreed to assign, sell and transfer their entire right, title and interest in and to the Trademarks to Assignee, free and clear of all Liens.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

Assignors do hereby assign, sell and transfer to Assignee, free and clear of all Liens, all of their right, title and interest in and to the Trademarks, together with (i) the applications and registrations of the Trademarks, (ii) the goodwill of the business symbolized by and associated with the Trademarks and (iii) all rights, remedies, defenses, Litigations, whether known or unknown, past, present, or future, of any nature relating to the Trademarks, including all rights to enforce any assignment of, license to, or confidentiality covenant with respect to, any Trademarks. Assignors do further consent to the recordation of this Assignment with any governmental agency.

Assignors agree, without further consideration, to execute all oaths, assignments, powers of attorney, applications, and other papers reasonably necessary or appropriate to fully secure to Assignee the right, title and interest conveyed herein, and to take such further actions as may be reasonably requested by Assignee in order to carry out the provisions and purposes of this Assignment including, without limitation, to execute one or more further assignments covering the Trademarks in a form acceptable for recordation in the United States Patent and Trademark Office or any applicable foreign equivalent.

Assignors agree, without further consideration, to execute all documents necessary to perfect such right, title, and interest in and to Assignee, its successors, assigns, and legal representatives. In the event that Assignors are unable or unwilling to fully perform their obligations under this Assignment, to the extent necessary to perfect such right, title, and interest in and to Assignee, its successors, assigns, and legal representatives, Assignors hereby irrevocably designate and appoint Assignee or its assigns and their duly authorized officers and agents as Assignors' agents and attorneys-in-fact to act for and in Assignors' behalves and instead of

Assignors, to execute and file any registration, application or other document and to do all other lawfully permitted acts in connection with the Trademarks and related rights assigned to Assignee hereunder.

This Assignment shall be governed by and construed in accordance with the domestic laws of the State of New York without giving effect to any choice of law or conflict of laws provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile or electronic (PDF) counterpart signatures shall be acceptable and binding.

This Assignment is executed pursuant to, in furtherance of and is subject to, the terms and conditions of the Purchase Agreement. This Assignment shall not replace, substitute, expand or extinguish any obligation or provision of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall control.

\* \* \* \*

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment to be executed as of the date first written above.

ASSIGNORS:

THE GREAT ATLANTIC & PACIFIC TEA  
COMPANY, INC.

By: [Signature]  
Name: Christopher W. McGarry  
Its: Executive Vice President and Chief  
Administrative Officer

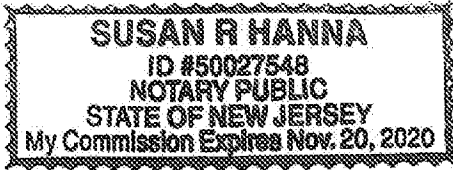
PATHMARK STORES, INC.

By: [Signature]  
Name: Christopher W. McGarry  
Its: Vice President & Secretary

STATE OF NEW JERSEY           )  
  ) ss:  
COUNTY OF BERGEN             )

On the 15 day of December in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Christopher W. McGarry, proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of whom the individual acted, executed the instrument.

Susan R Hanna  
Notary Public



IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment to be executed as of the date first written above.

ASSIGNEE:

K-50-15 CORP.

By: [Signature]  
Name: Daniel Katz  
Its: V.P.

STATE OF NY )  
 ) ss:  
COUNTY OF WESTCHESTER

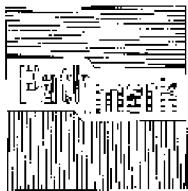
On the 15 day of December in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared DANIEL KATZ, proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of whom the individual acted, executed the instrument.

[Signature: Maureen C. Duggan]  
Notary Public

MAUREEN C. DUGGAN  
Notary Public - State of New York  
No. 01DU6171723  
Qualified in Westchester County  
My Commission Expires July 20, 2018

**SCHEDULE A**

**MARKS**

<b>TRADEMARK</b>	<b>COUNTRY</b>	<b>DATE ISSUED/FILED</b>	<b>SERIAL/APP NO.</b>
PATHMARK	USA	August 6, 1968	Ser. No. 72285701 Reg. No. 0854358
PATHMARK 	USA	August 24, 1971	Ser. No. 72324945 Reg. No. 0919137
PATHMARK 	USA	February 24, 1976	Ser. No. 73055400 Reg. No. 1034492
PATHMARK GOSPEL CHOIR COMPETITION	USA	May 18, 2010	Ser. No. 77715300 Reg. No. 3789447
CHEFMARK	USA	October 6, 2009	Ser. No. 77578894 Reg. No. 3691490
BIG DEALS	USA	September 26, 1995	Ser. No. 74176206 Reg. No. 1922594
SAV-A-CENTER	USA	October 7, 1986	Ser. No. 73583389 Reg. No. 1412706