

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM370957

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FAIRWAY GROUP ACQUISITION COMPANY		01/26/2016	COMPANY:
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH		
Street Address:	xxx		
City:	xxx		
State/Country:	GEORGIA		
Postal Code:	30309		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4450782	FAIRWAY	
Registration Number:	4696552	FAIRWAY	
Registration Number:	4477288	ON OUR PLATE	
Serial Number:	86642788	EAT BIG LIVE LARGE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	ssexton@kslaw.com		
Correspondent Name:	King & Spalding		
Address Line 1:	1180 Peachtree Street NE		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	18876.015052		
NAME OF SUBMITTER:	Sally Sexton		
SIGNATURE:	/sallysexton/		
DATE SIGNED:	01/28/2016		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT, dated as of January 26, 2016 (this "Agreement"), among FAIRWAY GROUP ACQUISITION COMPANY, a Delaware corporation (the "Borrower"), and CREDIT SUISSE AG, as collateral agent (in such capacity, including any successor thereto, the "Collateral Agent") for the Lenders.

Reference is made to the Guarantee and Collateral Agreement dated as of February 14, 2013 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among Fairway Group Holdings Corp., the Borrower, the subsidiaries of the Borrower party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement dated as of February 14, 2013 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"). The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, Borrower, pursuant to the Security Agreement, did and hereby does grant to Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or two any and all of the following assets and properties now owned or at any time hereafter acquired by Borrower or in which Borrower now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) All trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the "Trademarks");

(b) All goodwill associated with or symbolized by the Trademarks; and

(c) All assets, rights, and interests that uniquely reflect or embody the Trademarks.


SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Borrower hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission or other customary means of electronic transmission (e.g., "pdf") shall be effective as delivery of a manually signed counterpart of this Agreement.

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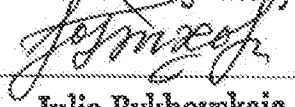
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

FAIRWAY GROUP ACQUISITION
COMPANY,

By: 
Name: _____
Title: _____
John E. Murphy
Chief Executive Officer

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH, as Collateral Agent,

By: 
Name: **Didier Siffer**
Title: **Authorized Signatory**

By: 
Name: **Julia Bykhovskaia**
Title: **Authorized Signatory**

Schedule I

Trademarks

Mark/Name	Reg. No.	Application Date	Registration Date	Owner
<u>FAIRWAY</u> FAIRWAY	RN: 4450782 SN: 85912400	April 23, 2013	December 17, 2013	Fairway Group Acquisition Company
<u>FAIRWAY</u> FAIRWAY	RN: 4696552 SN: 85911950	April 23, 2013	March 3, 2015	Fairway Group Acquisition Company
<u>ON OUR PLATE</u> ON OUR PLATE	RN: 4477288 SN: 85920261	May 1, 2013	February 4, 2014	Fairway Group Acquisition Company

Trademark Applications

Mark/Name	App. No.	Application Date	Owner	Status
<u>EAT BIG LIVE</u> <u>LARGE</u> EAT BIG LIVE LARGE	SN: 86642788	May 27, 2015	Fairway Group Acquisition Company	Published October 20, 2015