

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM372398

<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>
K-50-15 Corp.		02/03/2016	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Allegiance Retail Services, LLC		
<b>Street Address:</b>	485D Route 1 South		
<b>Internal Address:</b>	Suite 420		
<b>City:</b>	Iselin		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08830		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NEW JERSEY		
<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>	8669417157		
<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>	732 333 1989		
<b>Email:</b>	peter.luccarelli@ppliaw.com		
<b>Correspondent Name:</b>	Peter A. Luccarelli Jr.		
<b>Address Line 1:</b>	PO Box 211		
<b>Address Line 4:</b>	Parlin, NEW JERSEY 08859-0211		
<b>ATTORNEY DOCKET NUMBER:</b>	ALLEGIANCE 8		
<b>NAME OF SUBMITTER:</b>	Peter A. Luccarelli Jr.		

OP \$190.00 0854358

<b>SIGNATURE:</b>	/Peter A. Luccarelli Jr./
<b>DATE SIGNED:</b>	02/08/2016
<b>Total Attachments: 5</b> source=K50 to ARS Pathmark Assign Executed 20160208122334#page1.tif source=K50 to ARS Pathmark Assign Executed 20160208122334#page2.tif source=K50 to ARS Pathmark Assign Executed 20160208122334#page3.tif source=K50 to ARS Pathmark Assign Executed 20160208122334#page4.tif source=K50 to ARS Pathmark Assign Executed 20160208122334#page5.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), dated as of February 3, 2016, is entered into by and between K-50-15 Corp., a New York Corporation with an address of 444 South Fulton Avenue, Mount Vernon, NY 10553 ("Assignor") and Allegiance Retail Services, LLC, a New Jersey limited liability company with an address of 485D Route 1 South, Suite 420, Iselin, NJ 08830 ("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 of even date herewith by and between Assignor and Assignee (the "Purchase Agreement").

WHEREAS Assignor is 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, Assignor has agreed to assign, sell and transfer its entire right, title and interest in and to the Trademarks to Assignee, free and clear of all Liens to the extent so delivered to Seller.

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:

Assignor does hereby assign, sell and transfer to Assignee, free and clear of all Liens to the extent so delivered to Seller, all of its 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. Assignor does further consent to the recordation of this Assignment with any governmental agency.

SELLER MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY WITH RESPECT TO THE VALUE, CONDITION, OR USE OF THE TRADEMARKS, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BUYER ACKNOWLEDGES THAT BUYER IS ACQUIRING THE TRADEMARKS IN AN "AS IS" CONDITION AND ON A "WHERE IS" BASIS, WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND,

Assignor agrees, 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.

Assignor agrees, 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.

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.

\* \* \* \*

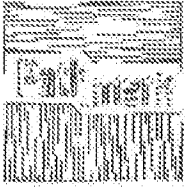

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]





SCHEDULE A

MARKS

TRADEMARK	COUNTRY	DATE ISSUED/FILED	SERIAL/APP NO.
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

ACTIVE 38351229v1 02/05/2016