

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM382460

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Notice of Grant of Security Interest in Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Fresh Market, Inc.		04/27/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilmington Trust, National Association		
<b>Street Address:</b>	50 South Sixth Street, Suite 1290		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1283775	THE FRESH MARKET	
<b>Registration Number:</b>	2329975	THE FRESH MARKET	
<b>Registration Number:</b>	3042649	TFM	
<b>Registration Number:</b>	4173071	LIVE CRUNCHY	
<b>Registration Number:</b>	3990015	PREMOO	
<b>Registration Number:</b>	3954316	TASTE THE COFFEE, EXPERIENCE THE DIFFERE	
<b>Registration Number:</b>	3400179	EXPERIENCE THE FOOD	
<b>Registration Number:</b>	3407348	EXPERIENCE THE FOOD!	
<b>Registration Number:</b>	3936559	LOCAL PRODUCE GROWN ROUND HERE	
<b>Registration Number:</b>	3936558	MILES FRESHER TAPPING INTO A LOCAL RESOU	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<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>	202-370-4750		
<b>Email:</b>	ipteam@nationalcorp.com		
<b>Correspondent Name:</b>	Joanna McCall		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	National Corporate Research, LTD		
<b>Address Line 4:</b>	Washington, D.C. 20005		

OP \$265.00 1283775

<b>ATTORNEY DOCKET NUMBER:</b>	F162782
<b>NAME OF SUBMITTER:</b>	Amanda M. Mitchell
<b>SIGNATURE:</b>	/Amanda M. Mitchell/
<b>DATE SIGNED:</b>	04/29/2016

**Total Attachments: 5**

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**Notice of Grant of Security Interest in Trademarks**

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of April 27, 2016 (this “Agreement”), made by The Fresh Market, Inc., a Delaware corporation (the “Pledgor”), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement (First Lien), dated as of April April 27, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), The Fresh Market, Inc. (the “Borrower”), as successor by merger to Pomegranate Merger Sub, Inc., each subsidiary of the Borrower identified therein and Wilmington Trust, National Association, as collateral agent (together with its successors and assigns in such capacity, the “Collateral Agent”) for the Secured Parties (as defined therein). 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 Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “IP Collateral”):

all Trademarks, including those listed on Schedule I; provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act.

SECTION 3. *Collateral 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 Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to

this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law.* THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

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

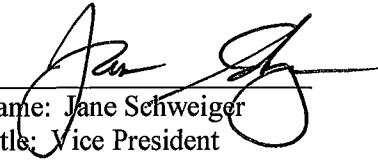
THE FRESH MARKET, INC.

By:  \_\_\_\_\_

Name: Scott Duggan

Title: SVP, General Counsel and Secretary

WILMINGTON TRUST, NATIONAL  
ASSOCIATION, as Collateral Agent,

By:   
Name: Jane Schweiger  
Title: Vice President

Schedule I  
to Notice of Grant of Security Interest in Trademarks

Trademarks Owned by The Fresh Market, Inc.

*U.S. Trademark Registrations*

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
THE FRESH MARKET	1283775	June 26, 1984
THE FRESH MARKET Plus Design	2329975	March 14, 2000
TFM	3042649	January 10, 2006
LIVE CRUNCHY	4173071	July 10, 2012
PREMOO	3990015	July 5, 2011
TASTE THE COFFEE, EXPERIENCE THE DIFFERENCE	3954316	May 3, 2011
EXPERIENCE THE FOOD	3400179	March 18, 2008
EXPERIENCE THE FOOD!	3407348	April 1, 2008
LOCAL PRODUCE GROWN ROUND HERE Plus Design	3936559	March 29, 2011
MILES FRESHER TAPPING INTO A LOCAL RESOURCE TO SAVE A NATURAL RESOURCE Plus Design	3936558	March 29, 2011