

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM383022

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BOGOPA Service Corp.		05/03/2016	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, National Association		
Street Address:	270 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4345616	FOOD BAZAAR	
Serial Number:	85026020	BOGOPA FARM	
Registration Number:	3691247	FOOD BAZAAR	
Registration Number:	3588213	WELCOME HOME	
Registration Number:	2674059	BOGOPA	
Registration Number:	2604264	FOOD DIMENSIONS	
Registration Number:	2544807	FOOD BAZAAR	
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>			
Phone:	212-328-3214		
Email:	SELWIN@EMMETMARVIN.COM		
Correspondent Name:	Sharon Elwin		
Address Line 1:	120 Broadway, 32nd Floor		
Address Line 2:	Emmet, Marvin & Martin LLP		
Address Line 4:	New York, NEW YORK 10271		
ATTORNEY DOCKET NUMBER:	F162888		
NAME OF SUBMITTER:	Sharon Elwin		
SIGNATURE:	/Sharon Elwin/		

OP \$190.00 4345616

DATE SIGNED:	05/04/2016
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Total Attachments: 4
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AMENDED AND RESTATED
GRANT OF SECURITY INTEREST (TRADEMARKS)

The undersigned, **BOGOPA SERVICE CORP.**, a New York corporation (the "**Grantor**"), and **JPMORGAN CHASE BANK, NATIONAL ASSOCIATION**, as administrative agent (in such capacity, the "**Administrative Agent**") are parties to a Amended and Restated Security Agreement, dated as of May 3, 2016 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

Pursuant to the Security Agreement, as security for the payment or performance, as applicable, in full of the Obligations, the Grantor collaterally assigned, mortgaged, pledged and hypothecated to the Administrative Agent, and granted to the Administrative Agent, a security interest in, all of the right, title and interest of the Grantor in, to and under the Collateral, including, without limitation, certain of its intellectual property.

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor, as security for the payment or performance, as applicable, in full of the Obligations, hereby collaterally assigns, mortgages, pledges and hypothecates to the Administrative Agent, and grants to the Administrative Agent, a security interest in, all of the right, title and interest of the Grantor in, to and under the following property of the Grantor, now owned or hereafter acquired by the Grantor (collectively, the "**Trademark Collateral**"):

- (a) trademarks and registrations thereof, including the trademarks listed on Schedule 1 attached hereto (collectively, the "**Trademarks**");
- (b) the goodwill of the business symbolized by the Trademarks; and
- (c) all proceeds thereof, including, without limitation, from any and all causes of action which may exist by reason of infringement thereof.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Grantor does hereby further acknowledge and agree that this Amended and Restated Grant of Security Interest (Trademarks) (a) amends and restates the Grant of Security Interest (Trademarks), dated as of August 14, 2013, made by the Grantor in favor of the Administrative Agent (the "**Existing Grant of Security Interest**"), (b) does not

constitute a novation or termination of Grantor's obligations under the Existing Grant of Security Interest, and (c) does not constitute a termination of the security interest granted under the Existing Grant of Security Interest and such security interest is in all respects continuing.

The Administrative Agent's address is: 270 Park Avenue, New York, New York 10017.

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IN WITNESS WHEREOF, the Grantor has caused this Amended and Restated Grant of Security Interest (Trademarks) to be duly executed by its duly authorized officer as of May 3, 2016.

BOGOPA SERVICE CORP.

By: 

Name: Spencer An
Title: President

Schedule 1
to
Grant of Security Interest (Trademarks)
Dated as of May 3, 2016

<u>Trademark</u>	<u>Reg. or App. Number</u>	<u>Registration or Filing Date</u>
FOOD BAZAAR	4,345,616	6/4/2013
BOGOPA FARM	85/026,020	4/29/2010
FOOD BAZAAR	3,691,247	10/6/2009
WELCOME HOME	3,588,213	3/10/2009
BOGOPA	2,674,059	1/14/2003
FOOD DIMENSIONS	2,604,264	8/6/2002
FOOD BAZAAR	2,544,807	3/5/2002