

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM394684

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Release and Reassignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Golub Capital LLC		08/10/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Kings Super Markets, Inc.		
Street Address:	700 Lanidex Plaza		
City:	Parsippany		
State/Country:	NEW JERSEY		
Postal Code:	07054		
Entity Type:	Corporation: NEW JERSEY		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	1838164	KINGS	
Registration Number:	1874010	KINGS	
Registration Number:	2529053	KINGSLY	
Registration Number:	1897848	SIGNATURE CLUB	
Registration Number:	4326832	K I N G S	
Registration Number:	4213851	WHERE INSPIRATION STRIKES	
Registration Number:	1315163	WITH LOVE FROM KINGS	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	312/876-7628		
Email:	linda.kastner@lw.com		
Correspondent Name:	Linda R. Kastner, c/o Latham & Watkins		
Address Line 1:	330 N. Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
NAME OF SUBMITTER:	Linda Kastner		
SIGNATURE:	/lk/		

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DATE SIGNED:	08/11/2016
Total Attachments: 3 source=Trademark Release (Kings Super Markets)#page1.tif source=Trademark Release (Kings Super Markets)#page2.tif source=Trademark Release (Kings Super Markets)#page3.tif	

TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT (this “Release”) is made as of August 10, 2016, by GOLUB CAPITAL LLC (“Secured Party”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, Kings Super Markets, Inc., a New Jersey corporation (“Grantor”) and Secured Party are parties to that certain Trademark Security Agreement dated as of April 7, 2015 (the “Security Agreement”), pursuant to which Grantor granted a security interest to Secured Party in certain trademarks (“Trademarks”) and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Secured Party, including the Trademarks set forth on Schedule 1 hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office (“USPTO”) on April 8, 2015, at Reel 5494, Frame 0390; and

WHEREAS, Grantor has requested that Secured Party release its security interest in the Trademarks and Trademark Collateral and reassign any and all rights in the same to the Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Secured Party hereby terminates the Security Agreement and terminates, cancels and releases any and all liens and security interests it has in and against in all of Grantor’s right, title and interest in and to the following (collectively the “Trademark Collateral”):

- (i) all of its Trademarks and all IP Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto; and
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill associated with each such Trademark; and
- (iv) all proceeds and products thereof.

2. Secured Party hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Secured Party, any and all of Secured Party’s right, title and interest in and to the Trademarks and the Trademark Collateral.

3. Secured Party authorizes and requests that the USPTO and any applicable government officer record this Release with the USPTO.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

GOLUB CAPITAL LLC

By: 

Name: Robert G. Tuchscherer

Title: Managing Director

SCHEDULE 1

Trademark Registrations and Applications

Trademark	Filing Date	Appl. No.	Issue Date	Reg. No.
KINGS	06/11/1992	74283936	05/31/1994	1838164
KINGS	06/15/1992	74284370	01/17/1995	1874010
KINGSLY	01/07/2000	75889764	01/15/2002	2529053
SIGNATURE CLUB	11/17/1993	74458981	06/06/1995	1897848
WITH LOVE FROM KINGS	01/23/1984	73462212	01/15/1985	1315163
K, I, N, G and S (stylized design)	2/24/2012	85552373	4/30/2013	4326832
WHERE INSPIRATION STRIKES	2/22/2012	85549945	9/25/2012	4213851