

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM394611

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Balducci's Holdings LLC		08/10/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ACF Finco I LP, as the Collateral Agent		
Street Address:	580 White Plains Road		
Internal Address:	Suite 610		
City:	Tarrytown		
State/Country:	NEW YORK		
Postal Code:	10591		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2213997	B SINCE 1916	
Registration Number:	3142981	FOOD LOVER'S MARKET	
Registration Number:	3665709	B	
Registration Number:	1340807	BALDUCCIS	
Registration Number:	3789434	B	
Serial Number:	86939399	BALDUCCI'S	
Serial Number:	86932659	BALDUCCI'S	
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:	I		

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SIGNATURE:	/lk/
DATE SIGNED:	08/10/2016
Total Attachments: 6 source=Grocery - Trademark Security Agreement (Balducci_s Holdings LLC)#page1.tif source=Grocery - Trademark Security Agreement (Balducci_s Holdings LLC)#page2.tif source=Grocery - Trademark Security Agreement (Balducci_s Holdings LLC)#page3.tif source=Grocery - Trademark Security Agreement (Balducci_s Holdings LLC)#page4.tif source=Grocery - Trademark Security Agreement (Balducci_s Holdings LLC)#page5.tif source=Grocery - Trademark Security Agreement (Balducci_s Holdings LLC)#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of this 10th day of August, 2016, between BALDUCCI'S HOLDINGS LLC (the "Grantor"), and ACF FINCO I LP, in its capacity as collateral agent pursuant to the Credit Agreement referred to below (together with its successors and assigns, "the Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of August 10, 2016, by and among KB US Holdings, Inc., a Delaware corporation as the Parent, KB Holding, Inc., a Delaware corporation, as the Initial Borrower prior to the Acquisition and Assumption, and thereafter, as Intermediate Parent, AG Kings Holdings Inc., a Delaware corporation, as the Ultimate Borrower, the other Persons party thereto from time to time as Guarantors, Wilmington Trust, National Association as the Term Loan Agent, ACF Finco I LP as the Revolving Agent and Collateral Agent, and the financial institutions party thereto from time to time as Lenders (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders are willing to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, as a condition precedent to the making of such financial accommodations, the Grantor is required to execute and deliver to the Collateral Agent that certain Security Agreement, dated as of August 10, 2016 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Collateral Agent this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby grants, mortgages, pledges and hypothecates to the Collateral Agent, for the benefit of the Lenders, a continuing security interest in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

(i) any and all of the Grantor's trademarks listed on Schedule I hereto; (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in

connection therewith and damages and payments for past or future infringements, dilutions or other violations thereof, (iv) the right to sue for past, present and future infringements, dilution or other violations thereof, (v) the goodwill of each Grantor's business symbolized by the foregoing and connected therewith and (vi) all of each Grantor's rights corresponding to the foregoing throughout the world; provided, however, that the foregoing grant of security interest will not cover any intent-to-use United States trademark application for which an amendment to allege use or statement of use has not been filed or, if filed, has not been deemed in conformance with 15 U.S.C. §1051(a) or examined and accepted by the United States Patent and Trademark Office.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Grantors, or any of them, to the Collateral Agent, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. In proving this Trademark Security Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures hereto delivered by Electronic Transmission shall be deemed an original signature hereto.

6. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications,

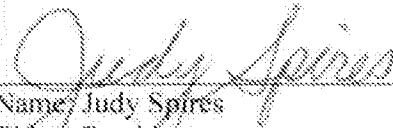
renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

BALDUCCI'S HOLDINGS LLC

By: 
Name: Judy Spires
Title: President

**ACCEPTED AND ACKNOWLEDGED
BY:**

ACF FINCO I LP, as the Collateral Agent

By: _____
Name:
Title:

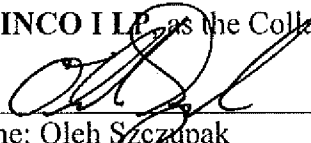
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:


BALDUCCI'S HOLDINGS LLC

By: _____
Name:
Title:

**ACCEPTED AND ACKNOWLEDGED
BY:**

ACF FINCO I LP as the Collateral Agent
By:  _____
Name: Oleh Szczupak
Title: Vice President for ACF FinCo I LP

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS/APPLICATIONS

Trademark	Filing Date	Appl. No.	Reg. Date	Reg. No.	Owner
BALDUCCI'S	03/14/2016	86939399	N/A	N/A	Balducci's Holdings LLC
BALDUCCI'S	03/08/2016	86932659	N/A	N/A	Balducci's Holdings LLC
B SINCE 1916 design: 	06/05/1997	75304086	12/29/1998	2213997	Balducci's Holdings LLC
FOOD LOVER'S MARKET	03/16/2004	78384864	09/12/2006	3142981	Balducci's Holdings LLC
B (fanciful design mark)	06/08/2008	77493068	08/11/2009	3665709	Balducci's Holdings LLC
B (fanciful design mark)	04/14/2009	77713106	05/18/2010	3789434	Balducci's Holdings LLC
BALDUCCI'S	09/30/1982	73398759	06/11/1985	1340807	Balducci's Holdings LLC