

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM396505

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Great Atlantic & Pacific Tea Company, Inc.		08/25/2016	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	Chelsea Hospitality Group LLC		
Street Address:	112 Ninth Avenue		
Internal Address:	Suite 2F		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10011		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4227374	TWO FORKS BAKERY	
CORRESPONDENCE DATA			
Fax Number:	2124480066		
<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:	212 448-1100		
Email:	ochernin@mclaughlinstern.com		
Correspondent Name:	Oliver R. Chernin		
Address Line 1:	260 Madison Avenue		
Address Line 2:	McLaughlin & Stern, LLP		
Address Line 4:	New York, NEW YORK 10016		
ATTORNEY DOCKET NUMBER:	56271.000		
NAME OF SUBMITTER:	Oliver R. Chernin		
SIGNATURE:	/Oliver R. Chernin/		
DATE SIGNED:	08/26/2016		
Total Attachments: 4			
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ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT OF TRADEMARK (this "Assignment"), dated as of August 25, 2016, is from The Great Atlantic & Pacific Tea Company, Inc., a Maryland corporation ("Assignor") to Chelsea Hospitality Group LLC, a New York limited liability company ("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 August 25, 2016 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, interest and goodwill in and to the Trademarks to Assignee, free and clear of all Liens.

NOW, THEREFORE, in consideration of the foregoing and the covenants contained herein and the mutual covenants contained in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby assign, sell and transfer to Assignee, free and clear of all Liens, 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.

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. In the event that Assignor is unable or unwilling to fully perform its obligations under this Assignment, to the extent necessary to perfect such right, title, and interest in and to Assignee, its successors, assigns, and legal representatives, Assignor hereby irrevocably designates and appoints Assignee or its assigns and their duly authorized officers and agents as Assignor's agents and attorneys-in-fact to act for and in Assignor's behalf and instead of Assignor, to execute and file any registration, application or other document and to do all other lawfully permitted acts in connection with the Trademarks and related rights assigned to Assignee hereunder.

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 and delivered by facsimile or electronic (PDF) signatures and shall be deemed and original and 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]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the date first written above.

ASSIGNOR:

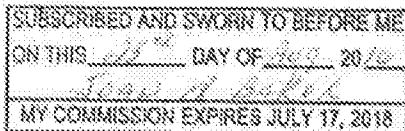
THE GREAT ATLANTIC & PACIFIC TEA
COMPANY, INC.

By: 
Name: CHRISTOPHER W. MCGARRY
Title: Chief Restructuring Officer

STATE OF NEW JERSEY)
) ss:
COUNTY OF BERGEN)

On the 26th day of August in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Christopher W. McGarry, proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of whom the individual acted, executed the instrument.


Notary Public



Signature Page to Trademark Assignment

TRADEMARK
REEL: 005864 FRAME: 0592

SCHEDULE A

MARKS

TRADEMARK	COUNTRY	DATE ISSUED/FILED	SERIAL/APP NO.
TWO FORKS BAKERY	USA	October 16, 2012	Ser. No. 85420074 Reg. No. 4227374