

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM407550

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SUPPLEMENT NO. 1 TO FIRST LIEN TERM LOAN TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SMART & FINAL STORES LLC		11/16/2016	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	MORGAN STANLEY SENIOR FUNDING, INC.
Street Address:	1585 BROADWAY
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	4589694	CULINARY CONCEPTS
Registration Number:	4507903	DOWNTOWN GRIND
Registration Number:	4451396	IRIS
Registration Number:	4454491	IRIS
Registration Number:	4877749	NOTHING BUT NATURE INSIDE
Registration Number:	4936914	SMART & FINAL
Registration Number:	5049474	SUN HARVEST
Registration Number:	3967921	SUN HARVEST
Registration Number:	3803740	SUN HARVEST
Registration Number:	3768225	SUN HARVEST
Registration Number:	3816122	SUN HARVEST
Registration Number:	3861329	SUN HARVEST
Registration Number:	3861330	SUN HARVEST
Registration Number:	3861331	SUN HARVEST
Registration Number:	3827016	TRUST SUN HARVEST FOR LIFE
Registration Number:	5015941	WAREHOUSE & MARKET. FRIEND & NEIGHBOR
Registration Number:	4540792	WAREHOUSE PRICES BIG & SMALL SIZES
Registration Number:	4770370	YOUR LIFE WELL SPENT

CH \$665.00 4589694

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86638519	&
Serial Number:	86638523	&
Serial Number:	87049310	FIRST STREET QUALITY SINCE 1871 SPARKLIN
Serial Number:	86747283	FIRST STREET SPARKLING GLACIER
Serial Number:	86826549	IRIS
Serial Number:	86826552	IRIS
Serial Number:	86826551	IRIS
Serial Number:	86380097	STOCKED FOR YOUR LIFE

CORRESPONDENCE DATA

Fax Number: 6508385109
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.
Phone: 650-838-3743
Email: jlik@shearman.com
Correspondent Name: MARIE-ALEXIS VALENTE
Address Line 1: 599 Lexington Avenue
Address Line 2: Shearman & Sterling LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	35613/48
NAME OF SUBMITTER:	MARIE-ALEXIS VALENTE
SIGNATURE:	/MARIE-ALEXIS VALENTE/
DATE SIGNED:	12/02/2016

Total Attachments: 6
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SUPPLEMENT NO. 1 TO FIRST LIEN TERM LOAN TRADEMARK SECURITY AGREEMENT

SUPPLEMENT NO. 1 TO FIRST LIEN TERM LOAN TRADEMARK SECURITY AGREEMENT dated as of November 16, 2016 (this "Agreement"), between SMART & FINAL STORES LLC, a California limited liability company ("S&F Stores" or the "Grantor") and MORGAN STANLEY SENIOR FUNDING, INC., as collateral agent (in such capacity, and as further defined in Section 1.01 of the First Lien Term Loan Guarantee and Collateral Agreement, the "Collateral Agent").

Reference is made to (a) the First Lien Term Loan Guarantee and Collateral Agreement dated as of November 15, 2012 (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement"), entered into by, among others, SF CC Intermediate Holdings, Inc., a Delaware corporation ("Holdings"), Smart & Final Stores LLC, a California limited liability company, as borrower (the "Borrower" and, together with the subsidiaries of Holdings from time to time party thereto, the "Subsidiary Loan Parties") and the Collateral Agent (b) the First Lien Term Loan Credit Agreement dated as of November 15, 2012 (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Credit Agreement") among Holdings, the Borrower, Smart & Final, LLC, as Borrower Holdco, the lenders from time to time party thereto (the "Lenders") and Morgan Stanley, as Administrative Agent and as Collateral Agent and (c) the First Lien Term Loan Trademark Security Agreement dated as of November 15, 2012 among the Grantors and the Collateral Agent.

The Lenders have agreed to extend credit to the Grantor subject to the terms and conditions set forth in the Credit Agreement. The Grantor is executing this Agreement in order to induce the Lenders to make additional Loans (if available under the Credit Agreement) and as consideration for Loans previously made under the Credit Agreement.

Accordingly, 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 Security Agreement. The rules of construction specified in Section 1.01 of the Security Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and

registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof (except for “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 Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that, and solely during the period for which, any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act), and all renewals thereof, including those listed on Schedule I (the “Trademarks”);

(b) all goodwill associated with or symbolized by the Trademarks;

(c) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and

(d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.


SECTION 3. *Security 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 Security Agreement. The Grantor hereby acknowledge and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security 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 Security Agreement, the terms of the Security Agreement shall govern, except with respect to the contents of Schedule I attached hereto which shall govern over any similar schedule attached to the Security Agreement.

SECTION 4. *Counterparts.* This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

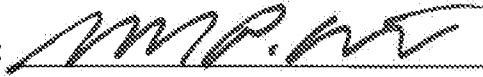
SECTION 5. *Choice of Law.* THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties hereto have duly executed this Supplement No. 1 to First Lien Term Loan Trademark Security Agreement as of the day and year first above written.

MORGAN STANLEY SENIOR FUNDING, INC.,
as Collateral Agent

By:  _____
Name: Lisa Hansen
Title: VP

SMART & FINAL STORES LLC

By: _____

Name: Leland P. Smith

Title: Secretary

Schedule I

Trademarks

United States Trademarks

<u>Mark</u> <u>(Reg. No. /Ser. No.)</u>	<u>Grantor</u>	<u>Country</u>	<u>Registered</u>	<u>Filed</u>	<u>Status</u>
CULINARY CONCEPTS (Reg. No. 4,589,694)	Smart & Final Stores LLC	United States	08/19/2014	05/03/2013	Registered
<i>(Design Only)</i> (App. No. 86638519)	Smart & Final Stores LLC	United States		05/21/2015	Pending
<i>(Design Only)</i> (App. No. 86638523)	Smart & Final Stores LLC	United States		05/21/2015	Pending
DOWNTOWN GRIND (Reg. No. 4,507,903)	Smart & Final Stores LLC	United States	04/01/2014	05/02/2013	Registered
FIRST STREET QUALITY SINCE 1871 SPARKLING GLACIER (App. No. 87049310)	Smart & Final Stores LLC	United States		05/25/2016	Pending
FIRST STREET SPARKLING GLACIER (App. No. 86747283)	Smart & Final Stores LLC	United States		09/03/2015	Pending
IRIS (App. No. 86826549)	Smart & Final Stores LLC	United States		11/19/2015	Published (Pending)
IRIS (App. No. 86826552)	Smart & Final Stores LLC	United States		11/19/2015	Published (Pending)
IRIS (App. No. 86826551)	Smart & Final Stores LLC	United States		11/19/2015	Pending
IRIS (Reg. No. 4,451,396)	Smart & Final Stores LLC	United States	12/17/2013	05/06/2013	Registered
IRIS (Reg. No. 4,454,491)	Smart & Final Stores LLC	United States	12/24/2013	05/06/2013	Registered
NOTHING BUT NATURE INSIDE (Reg. No. 4,877,749)	Smart & Final Stores LLC	United States	12/29/2015	07/14/2015	Registered
SMART & FINAL (Stylized) (Reg. No. 4,936,914)	Smart & Final Stores LLC	United States	04/12/2016	11/02/2015	Registered
STOCKED FOR YOUR LIFE (App. No. 86380097)	Smart & Final Stores LLC	United States		08/28/2014	Published (Pending)
SUN HARVEST (Reg. No. 5,049,474)	Smart & Final Stores LLC	United States	9/27/2016	02/19/2016	Registered

<u>Mark</u> (Reg. No. /Ser. No.)	<u>Grantor</u>	<u>Country</u>	<u>Registered</u>	<u>Filed</u>	<u>Status</u>
SUN HARVEST (Reg. No. 3,967,921)	Smart & Final Stores LLC	United States	05/24/2011	07/20/2010	Registered
SUN HARVEST (Reg. No. 3,803,740)	Smart & Final Stores LLC	United States	06/15/2010	04/25/2008	Registered
SUN HARVEST (Reg. No. 3,768,225)	Smart & Final Stores LLC	United States	03/30/2010	04/25/2008	Registered
SUN HARVEST (Reg. No. 3,816,122)	Smart & Final Stores LLC	United States	07/13/2010	04/25/2008	Registered
SUN HARVEST (Reg. No. 3,861,329)	Smart & Final Stores LLC	United States	10/12/2010	04/25/2008	Registered
SUN HARVEST (Reg. No. 3,861,330)	Smart & Final Stores LLC	United States	10/12/2010	04/25/2008	Registered
SUN HARVEST (Reg. No. 3,861,331)	Smart & Final Stores LLC	United States	10/12/2010	04/25/2008	Registered
TRUST SUN HARVEST FOR LIFE (Reg. No. 3,827,016)	Smart & Final Stores LLC	United States	08/03/2010	06/09/2009	Registered
WAREHOUSE & MARKET. FRIEND & NEIGHBOR (Reg. No. 5,015,941)	Smart & Final Stores LLC	United States	08/09/2016	07/14/2015	Registered
WAREHOUSE PRICES BIG & SMALL SIZES (Reg. No. 4,540,792)	Smart & Final Stores LLC	United States	05/27/2014	05/03/2013	Registered
YOUR LIFE WELL SPENT (Reg. No. 4,770,370)	Smart & Final Stores LLC	United States	07/07/2015	08/28/2014	Registered