

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM410870

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplement to Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TOPS MARKETS, LLC		12/30/2016	Limited Liability Company: NEW YORK
TOPS PT, LLC		12/30/2016	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A.		
Street Address:	100 Federal Street, 9th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5007457	TOPS	
Registration Number:	4778737	TOPS BUSINESS PLUS	
Registration Number:	4435683	ORCHARDFRESH TASTEFULLY DONE	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Darlena Bari Stark		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F167552		
NAME OF SUBMITTER:	Janet S. Wamsley		
SIGNATURE:	/Janet S. Wamsley/		
DATE SIGNED:	01/03/2017		

OP \$90.00 5007457

Total Attachments: 4

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SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

This Supplement to Trademark Security Agreement (this "*Supplement*") is made as of December 30, 2016 by and among TOPS MARKETS, LLC, a New York limited liability company ("*Markets*"), TOPS PT, LLC, a New York limited liability company ("*PT*", together with Markets, are, individually, a "*Grantor*", and collectively, the "*Grantors*") and BANK OF AMERICA, N.A., as Collateral Agent (the "*Assignee*").

WHEREAS, Markets has executed and delivered a Trademark Security Agreement dated October 9, 2009 and recorded on October 21, 2009 at Reel 4082, Frame 0633 (as amended of record from time to time hereinafter, the "*2009 Agreement*") in favor of the Assignee, pursuant to which the Markets pledged, assigned and granted a security interest in certain Trademark Collateral (as defined therein); and

WHEREAS, PT has executed and delivered a Trademark Security Agreement dated October January 29, 2010 and recorded on February 3, 2010 at Reel 4143, Frame 0020 (as amended of record from time to time hereinafter, the "*2010 Agreement*") in favor of the Assignee, pursuant to which the PT pledged, assigned and granted a security interest in certain Trademark Collateral (as defined therein); and

WHEREAS, Markets has executed and delivered a Grant of Security Interest in United States Trademarks dated December 14, 2012 and recorded on December 17, 2012 at Reel 4920, Frame 0581 (the "*2012 Agreement*" and, together with the 2009 Agreement and 2010 Agreement, collectively, the "*Agreements*") in favor of the Assignee, pursuant to which Markets pledged, assigned and granted a security interest in certain Marks (as defined therein); and

WHEREAS, Grantors developed additional Trademark Collateral and desire to hereby confirm the pledge of, and the grant of a security interest in, such additional Trademark Collateral in favor of Assignee; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained and benefits to be derived herefrom, it is hereby agreed as follows:

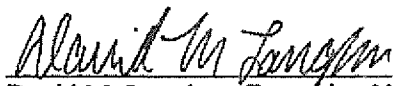
1. Definitions. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the Agreement.
2. Supplement to Schedule I and Schedule A. Schedule I and Schedule A to the Agreements is hereby supplemented, but not replaced, by Schedule A-1 annexed hereto.
3. Miscellaneous:
 - a. Except as provided herein, all terms and conditions of the Agreement remain in full force and effect. The Grantors hereby ratify, confirm and reaffirm all of the representations, warranties and covenants contained therein.

- b. This Supplement covers the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions and negotiations hereon.

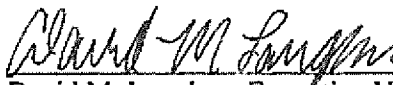
[signature pages follow]

IN WITNESS WHEREOF, the undersigned has executed this Supplement as of the date first written above.

TOPS MARKETS, LLC, as a Grantor

By: 
David M. Langless, Executive Vice
President and Chief Financial Officer

TOPS PT, LLC, as a Grantor
by: Tops Markets, LLC, its Sole Member


By: 
David M. Langless, Executive Vice
President and Chief Financial Officer

Signature Page to First Supplement to Trademark Security Agreement

TRADEMARK
REEL: 005954 FRAME: 0952

SCHEDULE A-1

TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Registration or Application No. (indicate if an application)</u>	<u>Registration or Application Date</u>	<u>Jurisdiction of Registration or Application</u>	<u>Description of Trademarks, Tradenames or Service Marks</u>
5,007,457	7/26/2016	United States	 TOPS (stylized letters and logo in red/white)
4,778,737	7/2/2015	United States	TOPS BUSINESS PLUS
4,435,683	11/19/2013	United States	ORCHARDFRESH TASTEFULLY DONE