

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM415078

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BJ's Wholesale Club, Inc.		02/03/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Jefferies Finance LLC
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 81

Property Type	Number	Word Mark
Registration Number:	4851546	A GLUTEN FREE FOOD GF
Registration Number:	4968915	AISLE HELP
Registration Number:	2696009	BERKLEY & JENSEN
Registration Number:	2904282	BERKLEY & JENSEN
Registration Number:	5069147	BERKLEY JENSEN
Registration Number:	4511870	BJ'S CHARITY PRO-AM
Registration Number:	4495394	BJ'S THE POWER OF PINK
Registration Number:	4135574	BJ'S TODO EN CUANTO A AHORROS
Registration Number:	1751720	BJ'S
Registration Number:	3665408	BJ'S AUTO BUYING PROGRAM
Registration Number:	2253061	BJ'S BUDDIES
Registration Number:	2255097	BJ'S BUDDIES
Registration Number:	2609665	BJ'S CAR RENTALS
Registration Number:	3447355	BJ'S CHARITABLE FOUNDATION
Registration Number:	4685645	BJ'S CHECKS
Registration Number:	5089319	BJ'S COOKING CLUB
Registration Number:	4368729	BJ'S EASY ORDER
Registration Number:	4757129	BJ'S EASY RENEWAL

CH \$2040.00 4851546

Property Type	Number	Word Mark
Registration Number:	4230168	BJ'S FEEDING COMMUNITIES
Registration Number:	2294729	BJ'S GAS
Registration Number:	3966519	BJ S GREEN DOING OUR PART
Registration Number:	4833151	BJ'S HEARING CENTER
Registration Number:	3207210	BJ'S HOME IMPROVEMENT
Registration Number:	3207280	BJ'S MEMBER PRICING
Registration Number:	3163111	BJ'S MEMBERSHIP CLUB
Registration Number:	4833287	BJ'S MEMBERSHIP GIVES YOU MORE
Registration Number:	2303685	BJ'S ONESOURCE
Registration Number:	3207209	BJ'S OPTICAL
Registration Number:	1785985	BJ'S OPTICAL DEPARTMENT
Registration Number:	4918959	BJ'S PERKS ELITE
Registration Number:	4918958	BJ'S PERKS PLUS
Registration Number:	4918957	BJ'S PERKS REWARDS
Registration Number:	2631398	BJ'S PROTECTION PLUS
Registration Number:	4923670	BJ'S STATIONERY
Registration Number:	2360284	BJ'S TIRE CENTER
Registration Number:	2584848	TIRE SERVICE CENTER BJ'S
Serial Number:	87273506	BJ'S OPTICAL
Registration Number:	3858627	BJ'S TRAVEL
Registration Number:	2281085	BJ'S VACATIONS
Registration Number:	1707159	BJ'S WHOLESALE CLUB
Registration Number:	2910211	BJ'S WHOLESALE CLUB
Registration Number:	1643993	BJ'S WHOLESALE CLUB
Registration Number:	5089316	COOK SMART, EAT FRESH
Registration Number:	4580555	EARTH'S PRIDE ALL NATURAL
Registration Number:	4632938	EARTH'S PRIDE PET
Registration Number:	3591643	EARTH'S PRIDE ORGANICS
Registration Number:	4134821	FARM TO CLUB LOCALLY GROWN
Registration Number:	4968914	FUEL UP WITH SAVINGS
Registration Number:	3190783	FUEL YOUR FUNDRAISER
Registration Number:	4584892	GENERATION EARTH
Registration Number:	4618000	GENERATION EARTH
Registration Number:	4617999	GENERATION EARTH
Registration Number:	4851679	GLUTEN FREE GF
Registration Number:	3930182	HEALTHY HELPINGS
Registration Number:	1644000	INNER CIRCLE
Registration Number:	4215472	IT ALL STACKS UP

Property Type	Number	Word Mark
Registration Number:	4475984	JOY & BLISS
Registration Number:	4398768	LIVING HOME
Registration Number:	4378843	LIVING HOME
Registration Number:	3366314	LYNDON REEDE
Registration Number:	4235135	MODA PIAZZA
Registration Number:	4918895	MY BJ'S PERKS
Registration Number:	4915469	PICK UP & PAY
Registration Number:	4561068	PROUD TO BE ORGANICALLY ME. BJ'S
Registration Number:	3313025	ROZZANO
Registration Number:	4077348	SAMPLE THE SAVINGS
Registration Number:	3829742	STRETCHFLEX
Registration Number:	5133264	STRETCHFLEX
Registration Number:	3888387	THE MEMBERSHIP THAT PAYS YOU BACK
Registration Number:	4593588	THE TIME TO MAKE A DIFFERENCE IS NOW
Registration Number:	4593554	WE ARE TREE POSITIVE
Registration Number:	2990045	WELLSLEY FARMS
Registration Number:	4969667	WELLSLEY FARMS
Registration Number:	5069174	WELLSLEY FARMS
Registration Number:	3851921	BJ'S BJ'S "ADOPT-A-SCHOOL" PROGRAM PARTN
Registration Number:	2000126	BJ'S BUCKS
Registration Number:	3894124	LITTLE BUNDLES
Registration Number:	3835444	LITTLE GROOVERS
Registration Number:	3142545	LIVING HOME
Registration Number:	3165768	SIMPLY H2O BY BERKLEY & JENSEN
Registration Number:	3181310	LANESBORO

CORRESPONDENCE DATA

Fax Number: 2134522329

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: 2136207848

Email: iprecordations@whitecase.com

Correspondent Name: Justine Lu/White & Case LLP

Address Line 1: 555 South Flower Street, 2700

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER: 1132463-0007-S216

NAME OF SUBMITTER: Justine Lu

SIGNATURE: /Justine Lu/

DATE SIGNED: 02/06/2017

Total Attachments: 9

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented and/or otherwise modified from time to time, this “Trademark Security Agreement”) dated February 3, 2017, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of Jefferies Finance LLC, as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Second Lien Credit Agreement referred to below).

Reference is made to (i) the Second Lien Term Loan Credit Agreement, dated as of February 3, 2017 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Second Lien Credit Agreement”), by and among BJ’s Wholesale Club, Inc., a Delaware corporation (the “Borrower”), Beacon Holding Inc., a Delaware corporation (“Holdings”), the Lenders party thereto from time to time and Jefferies Finance LLC, as Administrative Agent and Collateral Agent, (ii) each Specified Hedge Agreement, and (iii) each agreement relating to Cash Management Services. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Second Lien Credit Agreement, the Qualified Counterparties have agreed to enter into and/or maintain one or more Specified Hedge Agreements and the Cash Management Banks have agreed to enter into and/or maintain Cash Management Services, on the terms and conditions set forth in the Second Lien Credit Agreement, in such Specified Hedge Agreements or agreements relating to Cash Management Services, as applicable.

Whereas, as a condition precedent to the Lenders extension of such credit, the obligation of the Qualified Counterparties to enter into and/or maintain such Specified Hedge Agreements and the obligation of the Cash Management Banks to enter into and/or maintain such Cash Management Services, each Grantor has executed and delivered that certain Security Agreement, dated as of February 3, 2017, made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented and/or otherwise modified from time to time, the “Security Agreement”).

Whereas, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Terms. Terms defined in the Second Lien Credit Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the Second Lien Credit Agreement and Security Agreement.

SECTION 2. Grant of Security. Each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties a continuing security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks, including

the Trademarks set forth on Schedule A attached hereto; provided that, in no event shall any security interest be granted in any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law (it being understood that after such period such intent-to-use application shall be automatically subject to the security interest granted herein).

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by each Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 5. Execution in Counterparts. This Trademark Security 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. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.


SECTION 6. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 7. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

BJ'S WHOLESALE CLUB, INC., as Grantor

By: 

Name: Christopher J. Baldwin

Title: President, Chief Executive Officer

JEFFERIES FINANCE LLC, as Collateral Agent and Grantee

By: _____

Name:

Title:

[Signature Page to Trademark Security Agreement (Second Lien)]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

JEFFERIES FINANCE LLC, as Collateral Agent and Grantee

By:  _____
Name: Brian Buoye
Title: Managing Director

[Signature Page to Trademark Security Agreement (Second Lien)]

TRADEMARK
REEL: 005984 FRAME: 0322

SCHEDULE A

Title	Application No./Application Date	Status	Registration No./Registration Date
A GLUTEN FREE FOOD GF logo	85/609,671 26-APR-2012	Registered	4,851,546 10-NOV-2015
AISLE HELP	86/867,207 06-JAN-2016	Registered	4,968,915 31-MAY-2016
BERKLEY & JENSEN	75558885 25-SEP-1998	Registered	2,696,009 11-MAR-2003
BERKLEY & JENSEN	76514738 16-MAY-2003	Registered	2,904,282 23-NOV-2004
BERKLEY JENSEN	86/352,257 30-JUL-2014	Registered	5,069,147 25-OCT-2016
BJ'S CHARITY PRO-AM AND DESIGN	85/795,900 6-DEC-2012	Registered	4,511,870 08-APR-2014
BJ'S THE POWER OF PINK & DESIGN	85/617,958 6-MAY-2012	Registered	4,495,394 11-MAR-2014
BJ'S TODO EN CUANTO A AHORROS	85/446342 13-OCT-2011	Registered	4,135,574 1-MAY-2012
BJ'S	74285971 18-JUN-1992	Registered	1,751,720 09-FEB-1993
BJ'S AUTO BUYING PROGRAM		Registered	3,665,408 11-AUG-2009
BJ'S BUDDIES	75421749 22-JAN-1998	Registered	2,253,061 15-JUN-1999
BJ'S BUDDIES logo	75403720 10-DEC-1997	Registered	2,255,097 22-JUN-1999
BJ'S CAR RENTALS	76323252 09-OCT-2001	Registered	2,609,665 20-AUG-2002
BJ'S CHARITABLE FOUNDATION logo	76681842 14-SEP-2007	Registered	3,447,355 17-JUN-2008
BJ'S CHECKS	86/094,407 17-OCT-2013	Registered	4,685,645 10-FEB-2015
BJ'S COOKING CLUB	86/787,317 14-OCT-2015	Registered	5,089,319 29-NOV-2016
BJ'S EASY ORDER	76708354 15-JUL-2011	Registered	4,368,729 16-JUL-2013
BJ'S EASY RENEWAL	86/225,136 18-MAR-2014	Registered	4,757,129 16-JUN-2015

Title	Application No./Application Date	Status	Registration No./Registration Date
BJ'S FEEDING COMMUNITIES	85/580,865 27-MAR-2012	Registered	4,230,168 23-OCT-2012
BJ'S GAS	75424018 27-JAN-1998	Registered	2,294,729 23-NOV-1999
BJ'S GREEN DOING OUR PART	76692311 22-AUG-2008	Registered	3,966,519 24-MAY-2011
BJ'S HEARING CENTER	86/352,911 30-JUL-2014	Registered	4,833,151 13-OCT-2015
BJ'S HOME IMPROVEMENT	76655656 24-FEB-2006	Registered	3,207,210 13-FEB-2007
BJ'S MEMBER PRICING	76661858 20-JUN-2006	Registered	3,207,280 13-FEB-2007
BJ'S MEMBERSHIP CLUB	76590836 07-MAY-2004	Registered	3,163,111 24-OCT-2006
BJ'S MEMBERSHIP GIVES YOU MORE	86/375,809 25-AUG-2014	Registered	4,833,287 13-OCT-2015
BJ'S ONESOURCE logo	75495215 01-JUN-1998	Registered	2,303,685 28-DEC-1999
BJ'S OPTICAL (AND DESIGN)	76655606 24-FEB-2006	Registered	3,207,209 13-FEB-2007
BJ'S OPTICAL DEPARTMENT	74324500 21-OCT-1992	Registered	1,785,985 03-AUG-1993
BJ'S OPTICAL WORDMARK	87/273506 19-DEC-2016	Pending	
BJ'S PERKS ELITE	86/376,286 25-AUG-2014	Registered	4,918,959 15-MAR-2016
BJ'S PERKS PLUS	86/376,278 25-AUG-2014	Registered	4,918,958 15-MAR-2016
BJ'S PERKS REWARDS	86/376,253 25-AUG-2014	Registered	4,918,957 15-MAR-2016
BJ'S PROTECTION PLUS	76339355 16-NOV-2001	Registered	2,631,398 08-OCT-2002
BJ'S STATIONERY	86/394,233 14-SEP-2014	Registered	4,923,670 22-MAR-2016
BJ'S TIRE CENTER	75782116 23-AUG-1999	Registered	2,360,284 20-JUN-2000
BJ'S TIRE SERVICE CENTER logo	76190266 05-JAN-2001	Registered	2,584,848 25-JUN-2002

Title	Application No./Application Date	Status	Registration No./Registration Date
BJ'S TRAVEL	76699770 07-OCT-2009	Registered	3,858,627 12-OCT-2010
BJ'S VACATIONS	75494271 01-JUN-1998	Registered	2,281,085 28-SEP-1999
BJ'S WHOLESALE CLUB	74204703 18-SEP-1991	Registered	1,707,159 11-AUG-1992
BJ'S WHOLESALE CLUB	76566934 10-DEC-2003	Registered	2,910,211 14-DEC-2004
BJ'S WHOLESALE CLUB (WORD MARK)	74006102 30-NOV-1989	Registered	1,643,993 07-MAY-1991
COOK SMART, EAT FRESH	86/786,722 13-OCT-2015	Registered	5,089,316 29-NOV-2016
EARTH'S PRIDE ALL NATURAL	85/553,184 27-FEB-2012	Registered	4,580,555 05-AUG-2014
EARTH'S PRIDE PET	85/783,024 19-NOV-2012	Registered	4,632,938 04-NOV-2014
EARTH'S PRIDE ORGANICS	76645993 31-AUG-2005	Registered	3,591,643 17-MAR-2009
FARM TO CLUB LOCALLY GROWN	85406845 25-AUG-2011	Registered	4,134,821 1-MAY-2012
FUEL UP WITH SAVINGS	86/867,149 06-JAN-2016	Registered	4,968,914 31-MAY-2016
FUEL YOUR FUNDRAISER	76655604 24-FEB-2006	Registered	3,190,783 02-JAN-2007
GENERATION EARTH	85/563,666 8-MAR-2012	Registered	4,584,892 12-AUG-2014
GENERATION EARTH	85/692,457 1-AUG-2012	Registered	4,618,000 07-OCT-2014
GENERATION EARTH	85/692,444 1-AUG-2012	Registered	4,617,999 07-OCT-2014
GLUTEN FREE GF logo and design	85/9,832,887 26-APR-2012	Registered	4,851,679 10-NOV-2015
HEALTHY HELPINGS	77684230 05-MAR-2009	Registered	3,930,182 08-MAR-2011
INNER CIRCLE	74021047 22-JAN-1990	Registered	1,644,000 07-MAY-1991
IT ALL STACKS UP	85/481605 28-NOV-2011	Registered	4,215,472 25-SEP-2012

Title	Application No./Application Date	Status	Registration No./Registration Date
JOY & BLISS	85/756,294 17-OCT-2012	Registered	4,475,984 28-JAN-2014
LIVING HOME	85/702,736 14-AUG-2012	Registered	4,398,768 10-SEP-2013
LIVING HOME	85/703,125 14-AUG-2012	Registered	4,378,843 06-AUG-2013
LYNDON REEDE	76654362 27-JAN-2006	Registered	3,366,314 08-JAN-2008
MODA PIAZZA	85/435492 12-MAY-2011	Registered	4,235,135 30-OCT-2012
MY BJ'S PERKS	86/338,042 15-JUL-2014	Registered	4,918,895 15-MAR-2016
PICK UP & PAY	86/402,067 22-SEP-2014	Registered	4,915,469 8-MAR-2016
PROUD TO BE ORGANICALLY ME. BJ's	85/844,225 07-FEB-2013	Registered	4,561,068 01-JUL-2014
ROZZANO	76522346 05-JUN-2003	Registered	3,313,025 16-OCT-2007
SAMPLE THE SAVINGS	76704266 26-AUG-2010	Registered	4,077,348 27-DEC-2011
STRETCHFLEX	76695951 23-FEB-2009	Registered	3,829,742 03-AUG-2010
STRETCHFLEX	87082733 24-JUN-2016	Registered	5,133,264 31-JAN-2017
THE MEMBERSHIP THAT PAYS YOU BACK	76702618 26-APR-2010	Registered	3,888,387 14-DEC-2010
THE TIME TO MAKE A DIFFERENCE IS NOW	85/795,585 5-DEC-2012	Registered	4,593,588 26-AUG-2014
WE ARE TREE POSITIVE	85/783,047 19-NOV-2012	Registered	4,593,554 26-AUG-2014
WELLSLEY FARMS	76508426 21-APR-2003	Registered	2,990,045 30-AUG-2005
WELLSLEY FARMS	86/464,188 25-NOV-2014	Registered	4,969,667 31-MAY-2016
WELLSLEY FARMS	86/375,801 25-AUG-2014	Registered	5,069,174 25-OCT-2016

Title	Application No./Application Date	Status	Registration No./Registration Date
BJ'S "ADOPT-A-SCHOOL" PROGRAM PARTNERS WITH PARENTS AND CHILDREN	76697269 06-MAY-2003	Registered	3,851,921 28-SEP-2010
BJ's BUCKS	75021441 17-NOV-1995	Registered	2,000,126 10-SEP-1996
LITTLE BUNDLES	76701383 27-JAN-2010	Registered	3,894,124 21-DEC-2010
LITTLE GROOVERS	76698697 30-JUL-2009	Registered	3,835,444 17-AUG-2010
LIVING HOME	76523810 11-JUN-2003	Registered	3,142,545 12-SEP-2006
SIMPLY H2O BY BERKLEY & JENSEN	76632514 02-MAR-2005	Registered	3,165,768 31-OCT-2006
LANESBORO	76554634 09-OCT-2003	Registered	3,181,310 05-DEC-2006