

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM442267

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement Supplement (ABL)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
99 CENTS ONLY STORES LLC		09/06/2017	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Royal Bank of Canada, as Collateral Agent and Grantee		
<b>Street Address:</b>	20 King Street West, 4th Floor		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5H 1C4		
<b>Entity Type:</b>	Bank: CANADA		
<b>PROPERTY NUMBERS Total: 24</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4686800	99¢ ONLY STORES	
<b>Registration Number:</b>	4829694	99¢ ONLY STORES	
<b>Registration Number:</b>	4864742	BARGAIN WHOLESALE	
<b>Serial Number:</b>	86483176	CAFÉ CORDOVA	
<b>Registration Number:</b>	5073827	CAMILA'S	
<b>Registration Number:</b>	4792152	CHOCO COCO	
<b>Registration Number:</b>	4792153	CHOCO DUO	
<b>Registration Number:</b>	4792155	CHOCO NOUGAT	
<b>Registration Number:</b>	4792154	CHOCO NUT	
<b>Serial Number:</b>	87080660	#DOTHE99	
<b>Serial Number:</b>	87080652	DO THE 99	
<b>Registration Number:</b>	4334405	FOIL-MATE	
<b>Serial Number:</b>	85784991	FRESH INC.	
<b>Registration Number:</b>	4733395	FRUITEE GUMMEE	
<b>Serial Number:</b>	86445946	GARDENEASE	
<b>Registration Number:</b>	4452329	GRAYDON HALL	
<b>Serial Number:</b>	86445960	GRILL WISE	
<b>Serial Number:</b>	86198367	HAPPY	
<b>Registration Number:</b>	5110236	HAPPY PARTY	
<b>TRADEMARK</b>			

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Property Type	Number	Word Mark
Registration Number:	4668252	IT'S GOTTA GO!
Serial Number:	86163014	KITCHEN & THINGS
Serial Number:	86445922	MCKINNEY AND SCHMIDT
Serial Number:	86193409	NATURE GROVE
Serial Number:	87202147	NATURE GROVE

**CORRESPONDENCE DATA**

Fax Number: 2123037064

*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: 212.318.6824

Email: christinedionne@paulhastings.com

Correspondent Name: Christine Dionne c/o Paul Hastings LLP

Address Line 1: 200 Park Avenue, 28th Floor

Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	78436.00011 (ABL)
NAME OF SUBMITTER:	Christine Dionne
SIGNATURE:	/Christine Dionne/
DATE SIGNED:	09/07/2017

**Total Attachments: 12**

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**TRADEMARK SECURITY AGREEMENT SUPPLEMENT (ABL)**

This Trademark Security Agreement Supplement (the "Trademark Security Agreement Supplement"), dated as of September 6, 2017 among the Grantors listed on the signature pages hereof (collectively, jointly and severally, the "Grantors" and each individually, a "Grantor") and ROYAL BANK OF CANADA ("Royal Bank"), in its capacity as collateral agent (the "**Collateral Agent**") for the Secured Parties (as defined in the Credit Agreement referred to below).

This Trademark Security Agreement Supplement supplements that certain Trademark Security Agreement, dated January 13, 2012 (the "Trademark Security Agreement"), among the Grantors listed on the signature pages thereto in favor of the Collateral Agent, entered into in connection with the Credit Agreement and Security Agreement referred to below.

WHEREAS, the Grantors entered into a Security Agreement, January 12, 2012 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of the Collateral Agent pursuant to that certain Credit Agreement, dated as of January 13, 2012 (as amended by Amendment No. 1 to the ABL Credit Agreement, dated as of April 4, 2012, Amendment No. 2 to the ABL Credit Agreement, dated as of October 8, 2013, Amendment No. 3 to the ABL Credit Agreement, dated as of August 24, 2015, Amendment No. 4 to the ABL Credit Agreement, dated as of April 8, 2016, as amended by Amendment No. 5 to ABL Credit Agreement, dated as of the date hereof, and as may be further amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among 99 CENTS ONLY STORES LLC, as Borrower, NUMBER HOLDINGS, INC., as the parent, the other Loan Parties party thereto, ROYAL BANK, as Administrative Agent and as Collateral Agent, TPG SPECIALTY LENDING, INC., as FILO Agent for the FILO Lenders (as therein defined) and the other Lenders (as defined therein);

WHEREAS, pursuant to the Security Agreement, each Grantor thereunder granted to the Collateral Agent 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 Trademarks (as defined therein) to secure the payment, performance and observance in full of the Secured Obligations;

WHEREAS, pursuant to the Security Agreement, the Grantors entered into the Trademark Security Agreement in favor of the Collateral Agent;

WHEREAS, the Trademark Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on January 17, 2012, at Reel 4699, Frame 0479; and as updated on October 30, 2013 at Reel 5142, Frame 0362 and on November 20, 2015 at Reel 5676, Frame 0077;

WHEREAS, subsequent to the execution date of the Trademark Security Agreement, the Grantors have adopted, used and are using, and hold all right, title and interest in and to, new Trademarks including, but not limited to, those listed on Schedule A attached hereto, which Trademarks are registered or applied for in the United States Patent and Trademark Office (the "New Trademarks"); and

WHEREAS, Grantors and the Collateral Agent desire to supplement the Trademark Security Agreement to include the New Trademarks as "Trademarks" thereunder (the "New Trademarks");

[Trademark Security Agreement Supplement]

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 Credit Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement and Security Agreement, as applicable.

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 the Grantor's right, title and interest in, to and under the New Trademarks, including but not limited to, the New Trademarks set forth on Schedule A attached hereto.

SECTION 3. Security for Obligations. The grant of a security interest in the New Trademarks by each Grantor under this Trademark Security Agreement Supplement 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 and any other applicable government officer record this Trademark Security Agreement Supplement.

SECTION 5. Execution in Counterparts. This Trademark Security Agreement Supplement 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 by facsimile or by electronic .pdf copy of an executed counterpart of a signature page to this Trademark Security Agreement Supplement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement Supplement. This Trademark Security Agreement Supplement shall be construed as a separate agreement with respect to each Grantor.

SECTION 6. Security Agreement. This Trademark Security Agreement Supplement 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 Supplement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 7. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SUPPLEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 8. Termination. This Trademark Security Agreement Supplement shall terminate automatically upon the Discharge of Secured Obligations.

[Remainder of this page intentionally left blank]

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

99 CENTS ONLY STORES LLC, Grantor

By:   
Name: Felicia Thornton  
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement Supplement]

ROYAL BANK OF CANADA, as Collateral Agent and  
Grantee



By:   
Name: Susan, Khokher  
Title: Manager, Agency

[Signature Page to Trademark Security Agreement Supplement]

**TRADEMARK**  
**REEL: 006149 FRAME: 0007**

SCHEDULE A

**U.S. TRADEMARKS**

MARK	APP. NO./ FILING DATE	REG. NO./ REG. DATE	OWNER	CLASS/GOODS	STATUS	KMOB CASE NO.
	86/117,086 11/12/13	4,686,800 02/17/15	99 Cents Only Stores LLC	35: Discount store services in the field of general consumers merchandise	REGISTERED Sections 8 & 15 due 02/17/21  Renewal due 02/17/25	341T
	86/117,090 11/12/13	4,829,694 10/13/15	99 Cents Only Stores LLC	35: Discount store services in the field of general consumers merchandise	REGISTERED Sections 8 & 15 due 10/13/21  Renewal due 10/13/25	342T
BARGAIN WHOLESALE	86/123,407 11/19/13	4,864,742 12/01/15	99 Cents Only Stores LLC	35: On-line retail store services featuring a wide variety of consumer goods of others; Retail store services featuring a wide variety of consumer goods of others	REGISTERED Section 8 due 12/01/21  Renewal due 12/01/25  Supplemental Register	340T
CAFÉ CORDOVA	86/483,176 12/17/14		99 Cents Only Stores LLC	30: Single-serving containers of coffee, tea, or cocoa	PENDING Allowed 06/23/15  <b>Statement of Use or 4<sup>th</sup> Extension of Time due 06/23/17</b>	423T
CAMILA'S	86/445,986 11/05/14	5,073,827 11/01/16	99 Cents Only Stores LLC	30: Cookies, namely, refrigerated pre- portioned unbaked cookies	REGISTERED Section 8 due 11/01/22  Renewal due 11/01/26  Supplemental Register	408T



MARK	APP. NO./ FILING DATE	REG. NO./ REG. DATE	OWNER	CLASS/GOODS	STATUS	KMOB CASE NO.
CHOCO COCO	86/202,817 02/24/14	4,792,152 08/11/15	99 Cents Only Stores LLC	30: Candy bars	REGISTERED Sections 8 & 15 due 08/11/21  Renewal due 08/11/25	378T
CHOCO DUO	86/202,818 02/24/14	4,792,153 08/11/15	99 Cents Only Stores LLC	30: Candy bars	REGISTERED Sections 8 & 15 due 08/11/21  Renewal due 08/11/25	380T
CHOCO NOUGAT	86/202,822 02/24/14	4,792,155 08/11/15	99 Cents Only Stores LLC	30: Candy bars	REGISTERED Sections 8 & 15 due 08/11/21  Renewal due 08/11/25	382T
CHOCO NUT	86/202,821 02/24/14	4,792,154 08/11/15	99 Cents Only Stores LLC	30: Candy bars	REGISTERED Sections 8 & 15 due 08/11/21  Renewal due 08/11/25	381T
#DOTHE99	87/080,660 06/22/16		99 Cents Only Stores LLC	35: Retail store services featuring a wide variety of consumer goods of others	PENDING Allowed 01/17/17  <b>Statement of Use or 1<sup>st</sup> Extension of Time due 07/17/17</b>	440T
DO THE 99	87/080,652 06/22/16		99 Cents Only Stores LLC	35: Retail store services featuring a wide variety of consumer goods of others	PENDING Allowed 01/17/17  <b>Statement of Use or 1<sup>st</sup> Extension of Time due 07/17/17</b>	439T

MARK	APP. NO./ FILING DATE	REG. NO./ REG. DATE	OWNER	CLASS/GOODS	STATUS	KMOB CASE NO.
FOIL-MATE	85/730,867 09/17/12	4,334,405 05/14/13	99 Cents Only Stores LLC	6: Aluminum foil	REGISTERED Sections 8 & 15 due 05/14/19  Renewal due 05/14/23	413T
FRESH INC.	85/784,991 11/21/12		99 Cents Only Stores LLC	16: Plastic food storage bags for household use; plastic wrap	PENDING Allowed 04/01/14  <b>Statement of Use or 5<sup>th</sup> Extension of Time due 04/01/17</b>	335T
FRUITEE GUMMEE	86/162,985 01/10/14	4, 733,395 05/05/15	99 Cents Only Stores LLC	30: Candy	REGISTERED Sections 8 & 15 due 05/05/21  Renewal due 05/05/25	362T
GARDENEASE	86/445,946 11/05/14		99 Cents Only Stores LLC	20: Lawn and garden décor, namely, garden ornaments made primarily of textiles, flower-pot pedestals, non-metal garden stakes, non- metal lawn edging	PENDING Allowed 12/29/15  <b>Statement of Use or 3<sup>rd</sup> Extension of Time due 06/29/17</b>	406T

MARK	APP. NO./ FILING DATE	REG. NO./ REG. DATE	OWNER	CLASS/GOODS	STATUS	KMOB CASE NO.
GRAYDON HALL	85/730,864 09/17/12	4,452,329 12/17/13	99 Cents Only Stores LLC	8: Tableware, namely, knives, forks and spoons 16: Framed art prints; art prints; paper place mats 21: Fabric charger plates; charger plates; dishes; plates; bowls; mugs; salad plates; serving platters; trivets; coffee mugs; travel mugs; tea pots; tea cups; saucers; butter dishes; tumblers; stemware; shot glasses; salt and pepper shakers; vases; plant and flower pots; candle holders; candy dishes 24: Place mats, not of paper; table napkins of textile; kitchen towels; oven mitts; pot holders; table runners not of paper; table cloth, not of paper; fabric table covers with flannel backs	REGISTERED Sections 8 & 15 due 12/17/19  Renewal due 12/17/23	414T
GRILL WISE	86/445,960 11/05/14		99 Cents Only Stores LLC	21: Utensils for barbecues, namely, forks, tongs, turners	PENDING Allowed 01/19/16  <b>Statement of Use or 3<sup>rd</sup> Extension of Time due 07/19/17</b>	407T

MARK	APP. NO./ FILING DATE	REG. NO./ REG. DATE	OWNER	CLASS/GOODS	STATUS	KMOB CASE NO.
HAPPY	86/198,367 02/19/14		99 Cents Only Stores LLC	35: Discount retail store services featuring party supplies, paper decorations, paper goodie bags, plastic goodie bags, ornaments of paper, garlands of paper, paper hats, paper favors, wrapping paper, paper tablecloths, paper napkins, paper and plastic plates, plastic flatware, paper and plastic drinkware cups, gift boxes, greeting cards, gift bags, paper banners, paper signs, paper invitations, paper thank you cards, decorative paper bows, decorative paper ribbons, and paper and plastic cake decorations	PENDING Allowed 03/17/15  <b>Statement of Use or 4<sup>th</sup> Ext Request due 03/17/17</b>	379T

MARK	APP. NO./ FILING DATE	REG. NO./ REG. DATE	OWNER	CLASS/GOODS	STATUS	KMOB CASE NO.
HAPPY PARTY	86/357,844 08/05/14	5,110,236 12/27/16	99 Cents Only Stores LLC	16: Paper party decorations, paper party goodie bags, plastic party goodie bags, party ornaments of paper, paper decorative garlands for parties, wrapping paper, paper tablecloths, paper napkins, paper and plastic drinkware cups, gift boxes, greeting cards, gift bags, paper banners, printed paper signs, printed paper invitations, printed paper thank you cards, decorative paper bows for wrapping, decorative paper ribbons, and paper cake decorations  21: Paper and plastic plates; paper and plastic drinkware cups	REGISTERED Sections 8 & 15 due 12/27/22  Renewal due 12/27/26	400T
IT'S GOTTA GO!	85/955,570 06/10/13	4,668,252 01/06/15	99 Cents Only Stores LLC	35: Retail discount store services featuring food and general consumer merchandise	REGISTERED Sections 8 & 15 due 01/06/21  Renewal due 01/06/25	334T
KITCHEN & THINGS	86/163,014 01/10/14		99 Cents Only Stores LLC	21: Domestic household and kitchen items, namely, utensils in the nature of spatulas, graters, kitchen ladles, sieves, kitchen tongs, and salt and pepper shakers	PENDING Allowed 07/21/15  <b>Statement of Use or 4<sup>th</sup> Extension of Time due 07/21/17</b>	356T

MARK	APP. NO./ FILING DATE	REG. NO./ REG. DATE	OWNER	CLASS/GOODS	STATUS	KMOB CASE NO.
MCKINNEY AND SCHMIDT	86/445,922 11/05/14		99 Cents Only Stores LLC	8: Lawn and garden tools, namely, gardening shears and scissors, cultivators, trowels, weeding forks, spades, rakes, and hoes	PENDING Allowed 12/29/15  <b>Statement of Use or 3<sup>rd</sup> Extension of Time due 06/29/17</b>	405T
NATURE GROVE	86/193,409 02/13/14		99 Cents Only Stores LLC	29: Peanut butter	PENDING Allowed 06/21/16  <b>Statement of Use or 2<sup>nd</sup> Extension of Time due 06/21/17</b>	357T
NATURE GROVE	87/202,147 10/13/16		99 Cents Only Stores LLC	30: Granola	PENDING	441T