

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM451539

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RALEY'S		11/01/2017	Corporation: CALIFORNIA
WAREHOUSE CONCEPTS		11/01/2017	Corporation: CALIFORNIA
MARKET 5ONE5		11/01/2017	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION		
Street Address:	One Boston Place, 19th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02108		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87212063	MARKET 5-ONE-5	
CORRESPONDENCE DATA			
Fax Number:	6173417729		
<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:	6173417729		
Email:	katarzyna.gaysunas@morganlewis.com		
Correspondent Name:	Katarzyna Gaysunas		
Address Line 1:	1 Federal Street		
Address Line 2:	c/o Morgan, Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Katarzyna Gaysunas		
SIGNATURE:	/Katarzyna Gaysunas/		
DATE SIGNED:	11/20/2017		
Total Attachments: 5			
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SECOND SUPPLEMENT TO
NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

This SECOND SUPPLEMENT TO NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Supplement”) is made as of the 1st day of November, 2017 by and among Raley’s, a California corporation (“Raley’s”), Warehouse Concepts, a California corporation (“Warehouse”, and together with Raley’s the “Existing Grantors”), and Market 5ONE5, a California corporation (the “New Grantor” and collectively, together with the Existing Grantors, the “Grantors”) in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as Agent (the “Agent”).

WHEREAS, the Existing Grantors executed and delivered a Notice of Grant of Security Interest in Trademarks dated July 9, 2012 and recorded on July 11, 2012 at Reel 4819, Frame 0692 (as amended of record from time to time, hereinafter, the “Existing Grant”), as supplemented pursuant to that certain First Supplement to Notice of Grant of Security Interest in Trademarks dated May 18, 2015 and recorded on May 18, 2015 at Reel 5518, Frame 0689 (the “First Supplement” and together with the Existing Grant, collectively, the “Original Grant”), in favor of Agent, pursuant to which the Existing Grantors granted a continuing security interest in and continuing lien upon certain trademarks and trademark applications to the Agent for the ratable benefit of the holders of the Secured Obligations; and

WHEREAS, pursuant to that certain Joinder Agreement dated as of the date hereof by and among, among others, the Existing Grantors, the New Grantor and the Agent, the New Grantor has joined in the execution of, and became a party to, among other agreements, the Security Agreement (as a “Grantor” as defined therein); and

WHEREAS, the New Grantor desires to hereby confirm the grant of a continuing security interest in and continuing lien upon trademarks and trademark applications owned by the New Grantor to the Agent for the ratable benefit of the holders of the Secured Obligations.

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

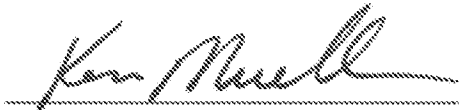
1. Definitions. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the Original Grant.
2. Supplement to Schedule 1. Schedule 1 to the Original Grant is hereby supplemented, but not replaced, by Schedule 1-A annexed hereto. For the purposes of clarity, from and after the date hereof, Schedule 1 shall be deemed to include (i) the trademarks and trademark applications referenced on Schedule 1 as such Schedule 1 exists immediately prior to the date hereof (including as supplemented pursuant to the First Supplement), and (ii) the trademarks referenced on Schedule 1-A annexed hereto.
3. Miscellaneous:

- a. Except as provided herein, all terms and conditions of the Original Grant remain in full force and effect. Each Grantor hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants contained therein.
- b. This Supplement and the Original Grant cover the entire understanding of the parties with respect to the matters set forth herein and supersede all prior discussions and negotiations hereon.

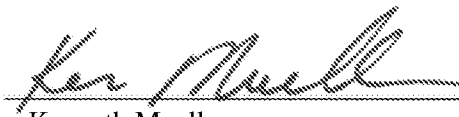
[signature pages follow]

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

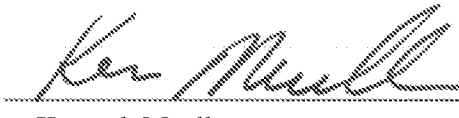
RALEY'S, as a Grantor

By: 
Name: Kenneth Mueller
Title: Chief Financial Officer

WAREHOUSE CONCEPTS, as a Grantor

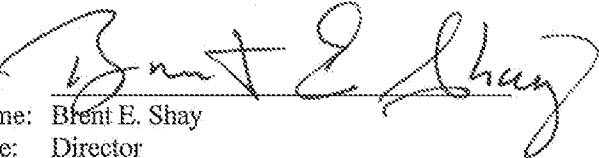
By: 
Name: Kenneth Mueller
Title: Chief Financial Officer

MARKET SONES, as a Grantor

By: 
Name: Kenneth Mueller
Title: Chief Financial Officer

Acknowledged and Accepted:

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Agent

By: 

Name: Brent E. Shay

Title: Director

Signature Page to Second Supplement to Notice of Grant of Security Interest in Trademarks

TRADEMARK
REEL: 006209 FRAME: 0592

SCHEDULE 1-A

<u>Trademark</u>	<u>Owner</u>	<u>Filing Date</u>	<u>Status</u>	<u>Serial No.</u>
MARKET 5-ONE-5	Market 5ONE5	10/21/16	Pending Application	87212063

Schedule 1-A