

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM457386

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SUPERMERCADOS ECONO INC		12/19/2017	Corporation: PUERTO RICO
RECEIVING PARTY DATA			
Name:	BANCO POPULAR DE PUERTO RICO		
Street Address:	208 Ponce de León Avenue		
Internal Address:	Popular Center, 6th Floor		
City:	San Juan		
State/Country:	PUERTO RICO		
Postal Code:	00918		
Entity Type:	Corporation: PUERTO RICO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87338003	LA CRIANZA	
Serial Number:	87343724	TODO HOGAR	
CORRESPONDENCE DATA			
Fax Number:			
<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:	787-274-1212		
Email:	mtrelles@pmaalaw.com		
Correspondent Name:	María D. Trelles		
Address Line 1:	Popular Center 19th Floor		
Address Line 2:	208 Ponce de Leon avenue		
Address Line 4:	San Juan, PUERTO RICO 00918		
NAME OF SUBMITTER:	María D. Trelles		
SIGNATURE:	/María D. Trelles/		
DATE SIGNED:	01/09/2018		
Total Attachments: 11			
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Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT, dated as of December 19, 2017, by **SUPERMERCADOS ECONO INC.**, a Puerto Rico corporation (the "Grantor"), in favor of **BANCO POPULAR DE PUERTO RICO**, in its capacity as Administrative Agent for the Lenders pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Grantor is party to a Security, Pledge and Assignment Agreement dated December 19, 2017 (as amended and modified from time to time, the "Security Agreement") in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to make the Advances under the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademarks. The Grantor hereby pledges and grants to the Administrative Agent, for the benefit of the Lenders, a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral: (a) the Trademarks of the Grantor listed on Schedule I attached hereto; (b) all goodwill associated with such Trademarks; and (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent and the Lenders with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein 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 unless the Administrative Agent shall otherwise determine.

SECTION 4. Continuing Lien. This Trademark Security Agreement creates a continuing Lien and security interest in the Collateral described herein and shall (i) remain in full force and effect until the date which is the later of (x) the date of expiration or termination of the Commitments under the terms of the Credit Agreement, and (y) the date on which the Lenders have received indefeasible payment in full in cash of the Obligations, (ii) be binding upon the Grantor, its successors and assigns, and (iii) inure, together with the rights and remedies of the Administrative Agent hereunder, to the benefit of the Administrative Agent, the Lenders and their respective successors, transferees and assigns. Without limiting the generality of the foregoing clause (iii), to the extent permitted under the Credit Agreement, any Lender may assign or otherwise transfer any Note held by it to any other Eligible Assignee, and such other Eligible Assignee shall thereupon become vested with all of the benefits in respect thereof granted to such

Eligible Assignee herein or otherwise.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

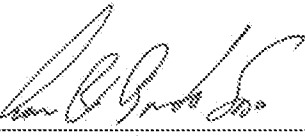
Very truly yours,

SUPERMERCADOS ECONO-INC.

By: 

Name: Eduardo A. Marxuach Colón

Title: Chief Executive Officer

By: 

Name: Juan R. Barreto Sosa

Title: President of the Board of Directors

Affidavit No.: 2177

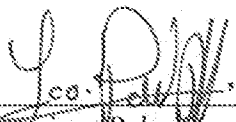
Acknowledged and subscribed before me in San Juan, Puerto Rico, on December 19, 2017, by the following persons who are personally known to me: Eduardo A. Marxuach Colón, of legal age, married, executive, and resident of San Juan, Puerto Rico, as Chief Executive Officer of Supermercados Econo Inc.; and Juan R. Barreto Sosa, of legal age, married, executive, and resident of San Juan, Puerto Rico, as President of the Board of Directors of Supermercados Econo Inc.



Omar Baruch
Notary Public





Accepted and Agreed:
BANCO POPULAR DE PUERTO RICO,
as Administrative Agent







By: 
Name: Francisca Palomo
Title: Commercial Relationship Officer






487803





SCHEDULE I





Trademarks registered in the Puerto Rico Trademark Registry

Mark	Owner /Applicant	I.C.	Filing No.	Reg. No.	Filing Date	Reg. Date	Place of Registration
	SUPERMERCADOS ECONO INC.	035	65113	101776	4/6/2009	Pending	Puerto Rico
	SUPERMERCADOS ECONO INC.	032	74365	201495	12/30/2010	12/30/2010	Puerto Rico
	SUPERMERCADOS ECONO INC.	031	74366	204074	12/30/2010	12/30/2010	Puerto Rico
	SUPERMERCADOS ECONO INC.	016	74370	204075	12/30/2010	12/30/2010	Puerto Rico
	SUPERMERCADOS ECONO INC.	003	74372	204062	12/30/2010	12/30/2010	Puerto Rico
	SUPERMERCADOS ECONO INC.	029	75226	201483	2/22/2011	2/22/2011	Puerto Rico
	SUPERMERCADOS ECONO INC.	030	205188-30-1	202212	2/22/2011	2/22/2011	Puerto Rico

	SUPERMERCADOS ECONO INC.	032	75343	212914	3/3/2011	3/3/2011	Puerto Rico
	SUPERMERCADOS ECONO INC.	035	200480-35-1	Pending	2/7/2013	Pending	Puerto Rico
	SUPERMERCADOS ECONO INC.	035	200484-35-1	Pending	2/7/2013	Pending	Puerto Rico
ECONO	SUPERMERCADOS ECONO INC.	035	201662-35-1	207653	6/24/2013	6/24/2013	Puerto Rico
	SUPERMERCADOS ECONO INC.	035	201664-35-1	203811	6/24/2013	6/24/2013	Puerto Rico
ENCUENTRO FAMILIAR	SUPERMERCADOS ECONO INC.	041	211060-41-1	213414	7/17/2015	7/17/2015	Puerto Rico
	SUPERMERCADOS ECONO INC.	041	211062-41-1	Pending	7/17/2015	Pending	Puerto Rico
	SUPERMERCADOS ECONO INC.	035	211063-35-1	213440	7/17/2015	7/17/2015	Puerto Rico


	SUPERMERCADOS ECONO INC.	035	211064-35-1	213441	7/17/2015	7/17/2015	Puerto Rico
	SUPERMERCADOS ECONO INC.	035	211065-35-1	213442	7/17/2015	7/17/2015	Puerto Rico
GESTOS POSITIVOS	SUPERMERCADOS ECONO INC.	035	211066-35-1	213443	7/17/2015	7/17/2015	Puerto Rico
	SUPERMERCADOS ECONO INC.	035	211067-35-1	213444	7/17/2015	7/17/2015	Puerto Rico
	SUPERMERCADOS ECONO INC.	035	211068-35-1	213445	7/17/2015	7/17/2015	Puerto Rico
	SUPERMERCADOS ECONO INC.	016	211061-16-1	Pending	7/17/2015	Pending	Puerto Rico
ECONO	SUPERMERCADOS ECONO INC.	032	212032-32-1	Pending	10/22/2015	Pending	Puerto Rico
ECONO	SUPERMERCADOS ECONO INC.	031	212032-31-1	Pending	10/22/2015	Pending	Puerto Rico

ECONO	SUPERMERCADOS ECONO INC.	030	212032-30-1	Pending	10/22/2015	Pending	Puerto Rico
SUPERMERCADOS ECONO	SUPERMERCADOS ECONO INC.	035	212037-35-1	Pending	10/22/2015	Pending	Puerto Rico
ECONO	SUPERMERCADOS ECONO INC.	029	212032-29-1	Pending	10/22/2015	Pending	Puerto Rico
	SUPERMERCADOS ECONO INC.	032	212036-32-1	Pending	10/22/2015	Pending	Puerto Rico
	SUPERMERCADOS ECONO INC.	031	212036-31-1	Pending	10/22/2015	Pending	Puerto Rico
	SUPERMERCADOS ECONO INC.	030	212036-30-1	Pending	10/22/2015	Pending	Puerto Rico
	SUPERMERCADOS ECONO INC.	029	212036-29-1	Pending	10/22/2015	Pending	Puerto Rico
ECONO	SUPERMERCADOS ECONO INC.	021	212032-21-0	Pending	10/22/2015	Pending	Puerto Rico

ECONO	SUPERMERCADOS ECONO INC.	016	212032-16-1	Pending	10/22/2015	Pending	Puerto Rico
	SUPERMERCADOS ECONO INC.	021	212036-21-0	Pending	10/22/2015	Pending	Puerto Rico
	SUPERMERCADOS ECONO INC.	016	212036-16-1	Pending	10/22/2015	Pending	Puerto Rico
ECONO	SUPERMERCADOS ECONO INC.	006	212032-06-1	Pending	10/22/2015	Pending	Puerto Rico
ECONO	SUPERMERCADOS ECONO INC.	005	212032-05-0	Pending	10/22/2015	Pending	Puerto Rico
ECONO	SUPERMERCADOS ECONO INC.	003	212032-03-1	Pending	10/22/2015	Pending	Puerto Rico
	SUPERMERCADOS ECONO INC.	006	212036-06-1	Pending	10/22/2015	Pending	Puerto Rico
	SUPERMERCADOS ECONO INC.	005	212036-05-0	Pending	10/22/2015	Pending	Puerto Rico

	SUPERMERCADOS ECONO INC.	003	212036-03-1	Pending	10/22/2015	Pending	Puerto Rico
	SUPERMERCADOS ECONO INC.	029	212542-29-1	Pending	12/23/2015	Pending	Puerto Rico
ECONOTV	SUPERMERCADOS ECONO INC.	041	217046-41-1	Pending	11/11/2016	Pending	Puerto Rico
EN CADA ACCIÓN NACE UNA OPORTUNIDAD PARA HACER UNA DIFERENCIA	SUPERMERCADOS ECONO INC.	035	217047-35-1	Pending	11/11/2016	Pending	Puerto Rico
	SUPERMERCADOS ECONO INC.	038	217506-38-1	Pending	12/29/2016	Pending	Puerto Rico
	SUPERMERCADOS ECONO INC.	035	217507-35-1	Pending	12/29/2016	Pending	Puerto Rico
	SUPERMERCADOS ECONO INC.	016	217506-16-1	Pending	12/29/2016	Pending	Puerto Rico
A LA CARTA	SUPERMERCADOS ECONO INC.	031	217817-31-0	Pending	2/2/2017	Pending	Puerto Rico

A LA CARTA	SUPERMERCADOS ECONO INC.	029	217817-29-1	Pending	2/2/2017	Pending	Puerto Rico
A LA CARTA	SUPERMERCADOS ECONO INC.	030	217817-30-0	Pending	2/2/2017	Pending	Puerto Rico
LA CRIANZA	SUPERMERCADOS ECONO INC.	029	217971-29-0	Pending	2/16/2017	Pending	Puerto Rico
TODO HOGAR	SUPERMERCADOS ECONO INC.	021	218029-21-0	Pending	2/21/2017	Pending	Puerto Rico
	SUPERMERCADOS ECONO INC.	009	218324-09-0	Pending	3/14/2017	Pending	Puerto Rico
	SUPERMERCADOS ECONO INC.	009	218325-09-0	Pending	3/14/2017	Pending	Puerto Rico
ECONO COMO TU	SUPERMERCADOS ECONO INC.	033	218536-33-0	Pending	4/6/2017	Pending	Puerto Rico
	SUPERMERCADOS ECONO INC.	035	218637-35-0	Pending	4/19/2017	Pending	Puerto Rico

	SUPERMERCADOS ECONO INC.	035	218638-35-0	Pending	4/19/2017	Pending	Puerto Rico
MERCADO ECONO	SUPERMERCADOS ECONO INC.	009	219161-09-0	Pending	6/9/2017	Pending	Puerto Rico
ECONO TO GO	SUPERMERCADOS ECONO INC.	009	219162-09-0	Pending	6/9/2017	Pending	Puerto Rico

Trademarks registered in the United States Trademark and Patent Office

Mark	Owner /Applicant	I.C.	Filing No.	Reg. No.	Filing Date	Reg. Date	Place of Registration
LA CRIANZA	SUPERMERCADOS ECONO INC.	029	87338003	Pending	2/16/2017	Pending	USPTO
TODO HOGAR	SUPERMERCADOS ECONO INC.	029	87343724	Pending	2/21/2017	Pending	USPTO