

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM463119

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TOPS MARKETS, LLC		02/23/2018	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	100 Federal Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87683430	E-BONUS SAVER	
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:	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:	02/23/2018		
Total Attachments: 5			
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SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

This Supplement to Trademark Security Agreement (this “**Supplement**”) is made as of February 23, 2018 by **TOPS MARKETS, LLC**, a New York limited liability company, as a debtor and a debtor-in-possession (the “**Grantor**”) and **BANK OF AMERICA, N.A.**, as Collateral Agent (the “**Assignee**”).

WHEREAS, Grantor 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, Grantor 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**”) in favor of the Assignee, pursuant to which Markets pledged, assigned and granted a security interest in certain Marks (as defined therein); and

WHEREAS, Grantor has executed and delivered a Supplement to Trademark Security Agreement dated December 30, 2016 and recorded on January 3, 2017 at Reel 5954, Frame 0949 (the “**2016 Agreement**” and together with the 2009 Agreement and 2012 Agreement, collectively, the “**Agreements**”) in favor of Assignee pursuant to which Grantor pledged, assigned and granted a security interest in certain Trademark Collateral (as defined therein); and

WHEREAS, Grantor developed additional Trademark Collateral and desires 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, Schedule A and Schedule A-1. Schedule I, Schedule A and Schedule A-1 to the Agreements are hereby supplemented, but not replaced, by Schedule A-2 annexed hereto.
3. Guarantee and Security Agreement. The Agreements, as supplemented by this Supplement, are made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor, as such term is defined in the Guarantee and Security Agreement by, among others, the Grantor and the Assignee, dated as of February 23, 2018 (as amended, restated, supplemented or otherwise modified in effect from time to time the “**Security Agreement**”). The rights and remedies of the Assignee with respect to

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the security interest granted herein are set forth in the Agreements, the Security Agreement and the Order (as referenced to in the Security Agreement) all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Supplement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

4. Miscellaneous:

- a. Except as provided herein, all terms and conditions of the Agreement remain in full force and effect. The Grantor hereby ratifies, confirms and reaffirms 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.
- c. Notwithstanding anything herein to the contrary, the provisions of the Agreement as supplement by this Supplement, are subject to the provisions of the Orders, in all respects. If any provision in this Agreement, as supplemented by this Supplement, conflicts with any provision in the Order, the provisions in the Order shall control.

[signature pages follow]

TOPS MARKETS, LLC

By: *David M Langless*
Name: David M. Langless
Title: Executive Vice President and Chief
Financial Officer

[Tops - Signature Page to Trademark Supplement]

TRADEMARK
REEL: 006278 FRAME: 0027

BANK OF AMERICA, N.A., as Collateral Agent

By: 
Name: Roger Malouf
Title: Director

SCHEDULE A-2

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>
87683430	11/14/2017	United States	E-BONUS SAVER

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RECORDED: 02/23/2018

**TRADEMARK
REEL: 006278 FRAME: 0029**