

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM469380

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Great Atlantic & Pacific Tea Company, Inc.		04/04/2018	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	1470 NY 18 LLC		
Street Address:	1470 East 9th Street		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11230		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2713141	A&P	
Registration Number:	1304288	A&P	
Registration Number:	4271558	A & P	
Registration Number:	3435064	THE GREAT ATLANTIC & PACIFIC TEA COMPANY	
Registration Number:	3471095	WALDBAUM'S	
Registration Number:	4137876	THE BEST VALUE IN THE NEIGHBORHOOD.	
CORRESPONDENCE DATA			
Fax Number:	3122691747		
<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:	3122698000		
Email:	trademarks@nge.com		
Correspondent Name:	Lee J. Eulgen Neal, Gerber & Eisenberg LLP		
Address Line 1:	Two North LaSalle Street		
Address Line 2:	Suite 1700		
Address Line 4:	Chicago, ILLINOIS 60602		
NAME OF SUBMITTER:	Lee J. Eulgen		
SIGNATURE:	/Lee J. Eulgen/		
DATE SIGNED:	04/11/2018		

CH \$165.00 2713141

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), dated as of April 5, 2018, is entered into by and between The Great Atlantic & Pacific Tea Company, Inc., a Maryland corporation ("Assignor") and 1470 NY 18 LLC ("Assignee").

WHEREAS, Assignee has submitted a binding offer in the form of the Bid Submission Form, dated March 22, 2018 ("Bid Submission") (capitalized terms used but not otherwise defined herein have the meanings given to such terms in the Bid Submission) and Assignor has notified Assignee that Assignee has submitted the winning bid;

WHEREAS Assignor is the owner of all right, title, interest, and goodwill in and to the trademarks, trademark registrations and applications listed in the attached Schedule A (the "Trademarks"); and

WHEREAS, pursuant to the Bid Submission, Assignor has agreed to assign, sell and transfer its entire right, title and interest in and to the Trademarks to Assignee free and clear of all liens, claims or encumbrances.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein and in the Bid Submission, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

Assignor does hereby assign, sell and transfer to Assignee, free and clear of all liens, claims or encumbrances, all right, title and interest in and to the Trademarks worldwide, together with (i) the applications and registrations of the Trademarks worldwide, (ii) the goodwill of the business symbolized by and associated with the Trademarks, and (iii) all rights, remedies, defenses, litigations, whether known or unknown, past, present, or future, of any nature relating to the Trademarks, including all rights to enforce any assignment of, license to, or confidentiality covenant with respect to, any Trademarks. Assignor does further consent to the recordation of this Assignment with any governmental agency.

Assignor agrees, without further consideration, to execute all oaths, assignments, powers of attorney, applications, and other papers reasonably necessary or appropriate to fully secure to Assignee the right, title and interest conveyed herein, and to take such further actions as may be reasonably requested by Assignee in order to carry out the provisions and purposes of this Assignment including, without limitation, to execute one or more further assignments covering the Trademarks in a form acceptable for recordation in the United States Patent and Trademark Office or any applicable foreign equivalent.

Assignor agrees, without further consideration, to execute all documents necessary to perfect such right, title, and interest in and to Assignee, its successors, assigns, and legal representatives. In the event that Assignor is unable or unwilling to fully perform its obligations under this Assignment, to the extent necessary to perfect such right, title, and interest in and to Assignee, its successors, assigns, and legal representatives, Assignor hereby irrevocably designates and appoints Assignee or its assigns and their duly authorized officers and agents as Assignor's agents and attorneys-in-fact to

act for and in Assignor's behalf and instead of Assignor, to execute and file any registration, application or other document and to do all other lawfully permitted acts in connection with the Trademarks and related rights assigned to Assignee hereunder.

This Assignment shall be governed by and construed in accordance with the domestic laws of the State of New York without giving effect to any choice of law or conflict of laws provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile or electronic (PDF) counterpart signatures shall be acceptable and binding.

This Assignment is executed pursuant to, in furtherance of and is subject to, the terms and conditions of the Bid Submission. This Assignment shall not replace, substitute, expand or extinguish any obligation or provision of the Bid Submission. In the event of any conflict or inconsistency between the terms of the Bid Submission and the terms hereof, the terms of the Bid Submission shall control.

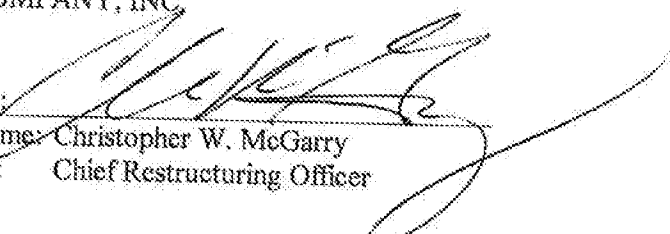
* * * *

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the date first written above.

ASSIGNOR:

THE GREAT ATLANTIC & PACIFIC TEA
COMPANY, INC

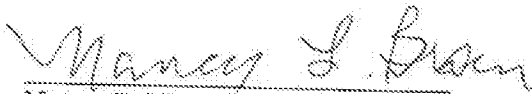
By: 
Name: Christopher W. McGarry
Its: Chief Restructuring Officer

STATE OF NJ,

COUNTY OF Bergen,

) ss:

On the 4 day of ^{April} in the year 2018 before me, the undersigned, a notary public in and for said state, personally appeared Christopher W. McGarry, proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of whom the individual acted, executed the instrument.


Notary Public



Signature Page to Trademark Assignment

TRADEMARK
REEL: 006313 FRAME: 0421

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the date first written above.

ASSIGNEE:

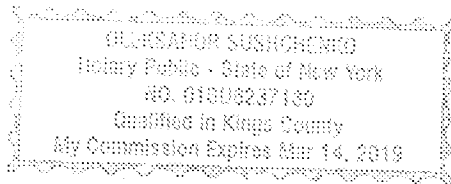
1470 NY 18 LLC

By: [Signature]
Name: JOSEPH SETTON
Its: MEMBER

STATE OF NY)
COUNTY OF Kings) ss:

On the 7 day of April the year 2018 before me, the undersigned, a notary public in and for said state, personally appeared Joseph Setton, proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of whom the individual acted, executed the instrument.

[Signature]
Notary Public



SCHEDULE A

MARKS

Lot Description	Trademark	Registration No.	Serial No.
A&P Name Plate IP Assets	A&P	2713141	76/390443
	A&P & Design	1304288	73/454363
	A&P on Circle Background	4271558	85/625060
	The Great Atlantic & Pacific Tea Company	3435064	77/282376
Waldbaum's® Name Plate IP Asscts	WALDBAUMS	3471095	77/323811
	THE BEST VALUE IN THE NEIGHBORHOOD	4137876	85/297398