

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM481609

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lucky's Market Parent Company, LLC		07/02/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	The Kroger Co.
Street Address:	1014 Vine Street
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45202
Entity Type:	Corporation: OHIO

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	87642246	FIVE REASONS
Serial Number:	86404486	GREAT FOOD FOR ALL
Serial Number:	86404481	HEALTHY FOOD FOR ALL
Serial Number:	87762081	L
Serial Number:	87762064	L
Registration Number:	4735408	L
Registration Number:	4735409	L
Serial Number:	87642247	NINE REASONS
Registration Number:	5038930	ORGANIC FOR THE 99%
Serial Number:	87097510	SERIOUS FOOD ... SILLY PRICES
Serial Number:	87178262	STELLA'S FARMERS MARKET
Serial Number:	86597475	STELLA'S MARKET
Serial Number:	87642250	TWELVE REASONS

CORRESPONDENCE DATA

Fax Number: 5137624935

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.

OP \$340.00 87642246

Phone: 5137624498
Email: mark.wilkinson@kroger.com
Correspondent Name: J. Mark Wilkinson, Esq.
Address Line 1: 1014 Vine Street
Address Line 4: Cincinnati, OHIO 45202

NAME OF SUBMITTER: J. Mark Wilkinson

SIGNATURE: /J. Mark Wilkinson/

DATE SIGNED: 07/12/2018

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”), dated as of July 2, 2018, is made by and between Lucky’s Market Parent Company, LLC, a Delaware limited liability company (“**Borrower**”), with an address of 6328 Monarch Park Place, Suite 100, Niwot, Colorado 80503 and The Kroger Co., an Ohio corporation (“**Lender**”), with an address of 1014 Vine Street, Cincinnati, Ohio 45202 (Borrower and Lender, collectively, the “**Parties**”).

WHEREAS, Borrower and Lender entered into that certain Secured Loan Agreement dated as of December 4, 2017, as amended by that certain First Loan Modification Agreement dated as of February 23, 2018 and that certain Second Loan Modification Agreement dated as of July 2, 2018 (as the same have been and may in the future be amended, restated, or replaced, the “**Loan Agreement**”), as evidenced by that certain Second Amended and Restated Promissory Note dated July 2, 2018 (as the same have been and may in the future be amended, restated, or replaced, the “**Note**”), and

WHEREAS, Borrower and Lender entered into that certain Security Agreement dated as of December 4, 2017, as amended by that certain First Loan Modification Agreement dated as of February 23, 2018 and that certain Second Loan Modification Agreement dated as of July 2, 2018 (as the same have been and may in the future be amended, restated, or replaced, the “**Security Agreement**” and together with the Loan Agreement and the Note, the “**Secured Loan Documents**”).

NOW, THEREFORE, Borrower and Lender, intending to be legally bound, hereby agree as follows:

1. **Grant**. To secure the Obligations (as defined in the Loan Agreement), Borrower, as debtor, hereby grants to Lender, as secured party, a continuing lien on and security interest in all of Borrower’s right, title and interest in and to the trademarks referenced on Schedule A, including the goodwill attached thereto, whether now owned or hereafter acquired or arising (collectively, the “**Trademark Collateral**”).

2. **Borrower Remains Liable**. Anything herein to the contrary notwithstanding, (i) Borrower shall remain liable under any contracts, agreements and other documents included in the Trademark Collateral, to the extent set forth therein, to perform all of Borrower’s duties and obligations thereunder to the same extent as if this Agreement had not been executed, (ii) the exercise by Lender of any of the rights hereunder shall not release Borrower from any of Borrower’s duties or obligations under such contracts, agreements and other documents included in the Trademark Collateral, and (iii) Lender shall not have any obligation or liability under any contracts, agreements and other documents included in the Trademark Collateral by reason of this Agreement, nor shall Lender be obligated to perform any of the obligations or duties of the Borrower thereunder or to take any action to collect or enforce any such contract, agreement or other document included in the Collateral.

3. **Continuing Security Interest**. Borrower agrees that this Trademark Security Agreement shall create a continuing security interest in the Trademark Collateral which shall

remain in effect until the later of (i) indefeasible payment and performance in full of all of the Obligations and (ii) the termination of the Note and the Secured Loan Agreements.

4. **Authorization to Supplement.** If Borrower shall use or otherwise obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Without limiting Borrower's obligations herein, Borrower hereby authorizes Lender unilaterally to modify this Trademark Security Agreement by amending Schedule A to include any such new trademark rights of Lender regardless of whether Borrower has applied for federal trademark protection under Sections 1(a) or 1(b) of the Lanham Act or for trademark protection under state law in any state for such new trademarks. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule A shall in any way affect, invalidate or detract from Lender's continuing security interest in all Trademark Collateral, whether or not listed on Schedule A. Notwithstanding any other provision or language in this Trademark Security Agreement, any intent-to-use application for trademarks filed under Section 1(b) of the Lanham Act that are listed on Schedule A shall not be and are excluded from Trademark Collateral unless and until such application matures into a trademark registration or Borrower commences use of such trademark(s).

5. **Counterparts.** This Trademark Security Agreement may be signed in any number of counterpart copies and by the Parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the date first above written.

BORROWER:

Lucky's Market Parent Company, LLC



Name: *Kandy P. Hill*

Title: *CFO*

LENDER:

The Kroger Co.

Name:

Title:

remain in effect until the later of (i) indefeasible payment and performance in full of all of the Obligations and (ii) the termination of the Note and the Secured Loan Agreements.

4. **Authorization to Supplement.** If Borrower shall use or otherwise obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Without limiting Borrower's obligations herein, Borrower hereby authorizes Lender unilaterally to modify this Trademark Security Agreement by amending Schedule A to include any such new trademark rights of Lender regardless of whether Borrower has applied for federal trademark protection under Sections 1(a) or 1(b) of the Lanham Act or for trademark protection under state law in any state for such new trademarks. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule A shall in any way affect, invalidate or detract from Lender's continuing security interest in all Trademark Collateral, whether or not listed on Schedule A. Notwithstanding any other provision or language in this Trademark Security Agreement, any intent-to-use application for trademarks filed under Section 1(b) of the Lanham Act that are listed on Schedule A shall not be and are excluded from Trademark Collateral unless and until such application matures into a trademark registration or Borrower commences use of such trademark(s).

5. **Counterparts.** This Trademark Security Agreement may be signed in any number of counterpart copies and by the Parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the date first above written.

BORROWER:

Lucky's Market Parent Company, LLC

Name:
Title:

LENDER:

The Kroger Co.

Carin L. Fike
Name: Carin L. Fike
Title: Vice President and Treasurer



SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Owner	Country	Mark	App. / Reg. No.	App. / Reg. Date
Lucky's Market Parent Company, LLC	USA	FIVE REASONS	87/642246	10/11/2017
Lucky's Market Parent Company, LLC	USA	GREAT FOOD FOR ALL	86/404486	09/24/2014
Lucky's Market Parent Company, LLC	USA	HEALTHY FOOD FOR ALL	86/404481	09/24/2014
Lucky's Market Parent Company, LLC	USA		87/762081	01/19/2018
Lucky's Market Parent Company, LLC	USA		87/762064	01/19/2018
Lucky's Market Parent Company, LLC	USA		4735408	05/12/2015
Lucky's Market Parent Company, LLC	USA		4735409	05/12/2015

Owner	Country	Mark	App. / Reg. No.	App. / Reg. Date
Lucky's Market Parent Company, LLC	USA	NINE REASONS	87/642247	02/27/2018
Lucky's Market Parent Company, LLC	USA	ORGANIC FOR THE 99%	5038930	09/13/2016
Lucky's Market Parent Company, LLC	USA	SERIOUS FOOD...SILLY PRICES	87/097510	11/29/2016
Lucky's Market Parent Company, LLC	USA	STELLA'S FARMERS MARKET	87/178262	11/29/2016
Lucky's Market Parent Company, LLC	USA	STELLA'S MARKET	86/597475	01/05/2016
Lucky's Market Parent Company, LLC	USA	TWELVE REASONS	87/642250	02/27/2018