

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM488110

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FAIRWAY GROUP ACQUISITION COMPANY		08/28/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ANKURA TRUST COMPANY, LLC, as Collateral Agent		
Street Address:	60 State Street		
Internal Address:	Suite 700		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	Limited Liability Company: NEW HAMPSHIRE		
PROPERTY NUMBERS Total: 41			
Property Type	Number	Word Mark	
Registration Number:	4303984	CALLING ALL FOODIES	
Registration Number:	3802023	DISCOVER MORE. SPEND LESS.	
Registration Number:	4880744	EAT BIG LIVE LARGE	
Registration Number:	4150646	FAIRWAY	
Registration Number:	3693296	FAIRWAY	
Registration Number:	3861726	FAIRWAY	
Registration Number:	3641831	FAIRWAY	
Registration Number:	3552603	FAIRWAY	
Registration Number:	4696552	FAIRWAY	
Registration Number:	4450782	FAIRWAY	
Registration Number:	3641829	FAIRWAY CAFÉ	
Registration Number:	3763826	FAIRWAY CAFÉ & STEAKHOUSE	
Registration Number:	4285110	FAIRWAY COMO NINGÚN OTRO MERCADO	
Registration Number:	4278448	FAIRWAY COMO NINGÚN OTRO MERCADO	
Registration Number:	3951466	FAIRWAY LIKE NO OTHER MARKET	
Registration Number:	3693295	FAIRWAY "LIKE NO OTHER MARKET"	
Registration Number:	3641830	FAIRWAY "LIKE NO OTHER MARKET"	
Registration Number:	3545835	FAIRWAY "LIKE NO OTHER MARKET"	
TRADEMARK			

OP \$1040.00 4303984

Property Type	Number	Word Mark
Registration Number:	4217271	FAIRWAY MARKETPLACE
Registration Number:	4217302	FAIRWAY MARKETPLACE
Registration Number:	3931255	FAIRWAY NEW YORK
Registration Number:	3931254	FAIRWAY OF NEW YORK
Registration Number:	4168891	FAIRWAY WINES & SPIRITS
Registration Number:	4038669	FAIRWAY WINES & SPIRITS
Registration Number:	4176613	FAIRWAY WINES & SPIRITS
Registration Number:	4052364	FAIRWAY WINES & SPIRITS
Registration Number:	2375537	LIKE NO OTHER MARKET
Registration Number:	2431510	LIKE NO OTHER MARKET
Registration Number:	3861727	LIKE NO OTHER MARKET
Registration Number:	3571345	LIKE NO OTHER MARKET
Registration Number:	3693294	LIKE NO OTHER MARKET
Registration Number:	3928817	"LIKE NO OTHER MARKET" FAIRWAY NEW YORK
Registration Number:	3931279	"LIKE NO OTHER MARKET" FAIRWAY NEW YORK
Registration Number:	4052375	LIKE NO OTHER WINES & SPIRITS STORE
Registration Number:	3931256	NEW YORK FAIRWAY
Registration Number:	4477288	ON OUR PLATE
Registration Number:	3808727	THE WORLD'S GREATEST FOOD STORE
Registration Number:	4017406	THE WORLD'S GREATEST WINES & SPIRITS STO
Serial Number:	87642962	FAIRWAY WINES & SPIRITS
Serial Number:	87625065	SUR LA ROUTE
Serial Number:	87801271	THE PLACE TO GO FOODING

CORRESPONDENCE DATA

Fax Number: 8004947512

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.

Phone: 800-494-5225

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: Cogency Global Inc.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F179058 TM
NAME OF SUBMITTER:	Sonya Jackman
SIGNATURE:	/Sonya Jackman/
DATE SIGNED:	08/30/2018

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT, dated as of August 28, 2018 (this "Agreement"), among FAIRWAY GROUP ACQUISITION COMPANY, a Delaware corporation (the "Borrower"), and Collateral Agent (as defined below).

Reference is made to the Super Senior Guarantee and Collateral Agreement dated as of August 28, 2018 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among Fairway Group Holdings Corp. ("Holdings"), the Borrower, the subsidiaries of the Borrower party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Super Senior Agreement dated as of August 28, 2018 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") among the Borrower, Holdings, the lenders from time to time party thereto and Ankura Trust Company, LLC, as administrative agent and collateral agent (in such capacity, the "Collateral Agent"). The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, Borrower, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by Borrower or in which Borrower now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I, but for the avoidance of doubt excluding any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application or any registration issuing therefrom under federal law (the "Trademarks");

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all assets, rights and interests that uniquely reflect or embody the Trademarks.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Borrower hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission or other customary means of electronic transmission (e.g., "pdf") shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

FAIRWAY GROUP ACQUISITION
COMPANY:

By: Abel T. Porter
Name: Abel T. Porter
Title: President and Chief Executive Officer

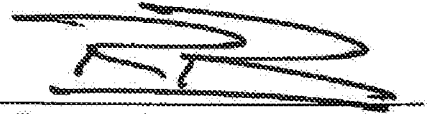
ANKURA TRUST COMPANY, LLC, as
Collateral Agent,

By: _____
Name:
Title:

By: _____
Name:
Title:

ANKURA TRUST COMPANY, LLC, as
Collateral Agent,

by



Name: Ryan M. Roy
Title: Managing Director

by

Name:
Title:

Schedule I

Fairway Group Acquisition Company Trademark Active List
Report As of August 28, 2018

Trademark Name	Client-Matter Country	Application No. Filing Date	Registration No. Registration Date	Status Next Renew
CALLING ALL FOODIES	1654-2139 United States of America <u>Classes: 35 Int.</u>	85/539,735 10-Feb-2012	4,303,984 19-Mar-2013	Registered 19-Mar-2023
DISCOVER MORE. SPEND. LESS	1654-2007 United States of America <u>Classes: 35 Int.</u>	77/736,031 13-May-2009	3,802,023 15-Jun-2010	Registered 15-Jun-2020
EAT BIG LIVE LARG	1654-2143 United States of America <u>Classes: 35 Int.</u>	86/42788 27-May-2015	4,880,744 5-Jan-2016	Registered 5-Jan-2026
FAIRWAY	1654-2001 United States of America <u>Classes: 35 Int.</u>	77/966,177 23-Mar-2010	4,150,646 29-May-2012	Registered 29-May-2022
FAIRWAY	1654-2004 United States of America <u>Classes: 33 Int.</u>	77/339,365 28-Nov-2007	3,693,296 06-Oct-2009	Registered 06-Oct-2019
FAIRWAY	1654-2005 United States of America <u>Classes: 03 Int.</u>	77/755,048 09-Jun-2009	3,861,726 12-Oct-2010	Registered 12-Oct-2020
FAIRWAY	1654-2013 United States of America <u>Classes: 05 Int.</u>	77/338,193 27-Nov-2007	3,641,831 23-Jun-2009	Registered 23-Jun-2019
	<u>Classes: 29 Int., 35 Int., 43 Int.</u>			

FAIRWAY	1654-2014 United States of America <u>Classes: 29 Int., 30 Int., 31 Int., 32 Int., 35 Int.</u>	77/195,995 01-Jun-2007	3,552,603 30-Dec-2008	Registered 30-Dec-2018
FAIRWAY	1654-2140 United States of America <u>Classes: 09 Int., 35 Int.</u>	85911950 23-Apr-2013	4696552 03-Mar-2015	Registered 03-Mar-2025
FAIRWAY	1654-2141 United States of America <u>Classes: 42 Int., 43 Int., 44 Int.</u>	85912400 23-Apr-2013	4450782 17-Dec-2013	Registered 17-Dec-2023
FAIRWAY CAFE	1654-2016 United States of America <u>Classes: 43 Int.</u>	77/338,189 27-Nov-2007	3,641,829 23-Jun-2009	Registered 23-Jun-2019
FAIRWAY CAFE & STEAKHOUSE	1654-2015 United States of America <u>Classes: 43 Int.</u>	77/338,182 27-Nov-2007	3,763,826 23-Mar-2010	Registered 23-Mar-2020
FAIRWAY COMO NINGUN OTRO MERCADO	1654-2136 United States of America <u>Classes: 35 Int.</u>	85/537,212 08-Feb-2012	4,285,110 05-Feb-2013	Registered 05-Feb-2023
FAIRWAY COMO NINGUN OTRO MERCADO Logo	1654-2135 United States of America <u>Classes: 35 Int.</u>	85/537,181 08-Feb-2012	4,278,448 22-Jan-2013	Registered 22-Jan-2023
FAIRWAY LIKE NO OTHER MARKET	1654-2003 United States of America <u>Classes: 05 Int.</u>	77/755,062 09-Jun-2009	3,951,466 26-Apr-2011	Registered 26-Apr-2021
FAIRWAY LIKE NO OTHER MARKET	1654-2009 United States of America <u>Classes: 03 Int.</u>	77/339,361 28-Nov-2002	3,693,295 06-Oct-2009	Registered 06-Oct-2019

FAIRWAY LIKE NO OTHER MARKET	1654-2010 United States of America <u>Classes:</u> 29 Int., 35 Int., 43 Int. 1654-2011	77/338,192 27-Nov-2007	3,641,830 23-Jun-2009	Registered 23-Jun-2019
FAIRWAY LIKE NO OTHER MARKET & Design	United States of America <u>Classes:</u> 29 Int., 30 Int., 31 Int., 32 Int., 35 Int. 1654-2137	77/196,002 01-Jun-2007	3,545,835 16-Dec-2008	Registered 16-Dec-2018
FAIRWAY MARKETPLACE	United States of America <u>Classes:</u> 35 Int. 1654-2138	85/538,544 09-Feb-2012	4,217,271 02-Oct-2012	Registered 02-Oct-2022
FAIRWAY MARKETPLACE & Design (color)	United States of America <u>Classes:</u> 35 Int. 1654-2020	85/539,729 10-Feb-2012	4,217,302 02-Oct-2012	Registered 02-Oct-2022
FAIRWAY OF NEW YORK	United States of America <u>Classes:</u> 35 Int. 1654-2017	77/135,559 20-Mar-2007	3,931,255 15-Mar-2011	Registered 15-Mar-2021
FAIRWAY OF NEW YORK	United States of America <u>Classes:</u> 35 Int. 1654-2131	77/135,544 20-Mar-2007	3,931,254 15-Mar-2011	Registered 15-Mar-2021
FAIRWAY WINES & SPIRITS	United States of America <u>Classes:</u> 33 Int. 1654-2132	85/269,482 17-Mar-2011	4,168,891 03-Jul-2012	Registered 03-Jul-2022
FAIRWAY WINES & SPIRITS (wordmark)	United States of America <u>Classes:</u> 35 Int., 43 Int. 1654-2130	85/269,954 17-Mar-2011	4,038,669 11-Oct-2011	Registered 11-Oct-2021
FAIRWAY WINES & SPIRITS (wordmark)	United States of America <u>Classes:</u> 43 Int. 1654-2130	87/642962 Oct 12 2017	Pending 4,176,613	1B Registered

WINES & SPIRITS and Design	United States of America <u>Classes: 33 Int.</u> 1654-2129	17-Mar-2011	17-Jul-2012	17-Jul-2022
FAIRWAY WINES & SPIRITS and Design	United States of America <u>Classes: 35 Int., 43 Int.</u> 1654-2002	85/269/688 17-Mar-2011	4,052,364 08-Nov-2011	Registered 08-Nov-2021
LIKE NO OTHER MARKET	United States of America <u>Classes: 35 Int.</u> 1654-2019	75/844,619 09-Nov-1999	2,375,537 08-Aug-2000	Registered 08-Aug-2020
LIKE NO OTHER MARKET	United States of America <u>Classes: 35 Int.</u> 1654-2019	75/933,762 02-Mar-2000	2,431,510 27-Feb-2001	Registered 27-Feb-2021
LIKE NO OTHER MARKET	United States of America <u>Classes: 29 Int., 30 Int., 31 Int., 32 Int.</u> 1654-2021	77/755,054 09-Jun-2009	3,861,727 12-Oct-2010	Registered 12-Oct-2020
LIKE NO OTHER MARKET	United States of America <u>Classes: 05 Int.</u> 1654-2022	77/338,190 27-Nov-2007	3,571,345 10-Feb-2009	Registered 10-Feb-2019
LIKE NO OTHER MARKET	United States of America <u>Classes: 29 int., 35 Int., 43 Int.</u> 1654-2023	77/339,355 28-Nov-2007	3,693,294 06-Oct-2009	Registered 06-Oct-2019
LIKE NO OTHER MARKET	United States of America <u>Classes: 03 Int.</u> 1654-2012	77/172,484 03-May-2007	3,928,817 08-Mar-2011	Registered 08-Mar-2021
FAIRWAY NEW YORK & Design (b/w)	United States of America <u>Classes: 35 Int.</u> 1654-2008	77/172,472 03-May-2007	3,931,279 15-Mar-2011	Registered 15-Mar-2021
FAIRWAY NEW YORK & Design (city skyline)	United States of America <u>Classes: 35 Int.</u> 1654-2008	77/172,472 03-May-2007	3,931,279 15-Mar-2011	Registered 15-Mar-2021

LIKE NO OTHER WINES & SPIRITS STORE	1654-2133 <u>United States of America</u> Classes: 35 Int.	85/270,252 17-Mar-2011	4,052,375 08-Nov-2011	Registered Registered 08-Nov-2021
NEW YORK FAIRWAY	1654-2018 <u>United States of America</u> Classes: 35 Int.	77/135,577 20-Mar-2007	3,931,256 15-Mar-2011	Registered 15-Mar-2021
ON OUR PLATE	1654-2142 <u>United States of America</u> Classes: 35 Int.	85920231 01-May-2013	4,477,288 04-Feb-2014	Registered 04-Feb-2024
SUR LA ROUTE	Int., 44 Int. <u>United States of America</u> Classes: 35 Int., 43	87/625065 Sep-27- 2017	Pending	1B
THE PLACE TO FOODING and Design	Int. <u>United States of America</u> Classes: 35 Int., 43	87/801271 Feb 16 2018	Pending	1B
THE WORLD'S GREATEST FOOD STORE	1654-2006 <u>United States of America</u> Classes: 35 Int.	77/821,826 08-Sep-2009	3,808,727 22-Jun-2010	Registered 22-Jun-2020
THE WORLD'S GREATEST WINE & SPIRIT STORE	1654-2134 <u>United States of America</u> Classes: 35 Int.	85/274,215 23-Mar-2011	4,017,406 23-Aug-2011	Registered 23-Aug-2021