

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM495284

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KEY FOOD STORES CO-OPERATIVE, INC.		10/23/2018	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	CITIZENS BANK, N.A., as Administrative Agent		
Street Address:	28 STATE STREET		
Internal Address:	MS1515		
City:	BOSTON		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	5056283	FOOD UNIVERSE MARKETPLACE	
Registration Number:	4429386	55 FULTON MARKET BY KEY FOOD	
Registration Number:	4262565	KEY FOOD CON SABOR	
Registration Number:	4103323	YOUR NEW YORK MARKET	
Registration Number:	4049312	BETTER STORE. BETTER LIVING.	
Registration Number:	4226024	KEY FRESH & NATURAL	
Registration Number:	4407322	THE FOOD EMPORIUM TRADING COMPANY	
Registration Number:	4429059	THE FOOD EMPORIUM NEW YORK TRADING COMPA	
Registration Number:	3467757	S SUPERFRESH	
Registration Number:	2741163	THE FOOD EMPORIUM	
Registration Number:	2685875	THE FOOD EMPORIUM	
Registration Number:	2697545	FOOD DYNASTY "THE MARKET PLACE FOR QUALI	
Registration Number:	2085126	SUPER FRESH	
CORRESPONDENCE DATA			
Fax Number:	7045032622		
<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>			

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Phone: 7045032600
Email: vbantug@kslaw.com
Correspondent Name: KING & SPALDING LLP
Address Line 1: 300 S TRYON STREET
Address Line 2: SUITE 1700
Address Line 4: CHARLOTTE, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER: 18588.515017

NAME OF SUBMITTER: Vicky R. Bantug

SIGNATURE: /Vicky R. Bantug /

DATE SIGNED: 10/24/2018

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 23, 2018 (as amended, restated, supplemented or otherwise modified, this "Agreement"), between KEY FOOD STORES CO-OPERATIVE, INC., a New York corporation (the "Grantor"), and CITIZENS BANK, N.A., as Administrative Agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the Credit Agreement, dated as of October 23, 2018 among the Borrower, the Lenders party thereto and the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), and (b) the Pledge and Security Agreement, dated as of October 23, 2018, by and among the Grantor, each of the Guarantors party thereto and the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, the Guarantors have guaranteed Secured Obligations and the Grantor has secured its obligations pursuant to the Security Agreement. 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:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement.

2. Grant of Security Interest. As security for the payment or performance, as applicable, in full when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent (and its successors and assigns), for the ratable benefit of the Secured Parties, a security interest in, all of the Grantor's right, title and interest in, to or under any and all of the following assets now owned or at any time hereafter acquired (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, prints and labels on which any of the foregoing have appeared or appear, uniform resource locations (URL's), domain names, designs and general intangibles of like nature, now existing or hereafter adopted or acquired and 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, in each case described on Schedule I and all reissues, renewals, continuations and extensions thereof and amendments thereto (the "Trademarks"),

(b) all reissues, continuations, extensions and renewals thereof and amendments thereto,

(c) all goodwill associated therewith or symbolized by any of the foregoing,

(d) all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, and

(e) all other assets, rights and interests that uniquely reflect or embody such goodwill.

3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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.

4 Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in 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 counterpart of a signature page of this Agreement by facsimile or in electronic (e.g., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature page follows]

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

KEY FOOD STORES CO-OPERATIVE, INC.

By:

Name: Lawrence Mandel

Title: Chairman

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

CITIZENS BANK, N.A., as Administrative Agent

By: 

Name: Chancellor Peterson

Title: Vice President

SCHEDULE I

TRADEMARKS

<u>Record Owner</u>	<u>Serial No.</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Word Mark</u>	<u>Mark</u>	<u>App. No.</u>	<u>App. Date</u>
Key Food Stores Co-Operative, Inc.	87881736	5056283	04/18/2018	FOOD UNIVERSE MARKETPLACE	N/A	N/A	N/A
Key Food Stores Co-Operative, Inc.	85537127	4429386	02/08/2012	55 FULTON MARKET BY KEY FOOD	N/A	N/A	N/A
Key Food Stores Co-Operative, Inc.	85537004	4262565	02/08/2012	KEY FOOD CON SABOR	N/A	N/A	N/A
Key Food Stores Co-Operative, Inc.	85297395	4103323	04/18/2011	YOUR NEW YORK MARKET	N/A	N/A	N/A
Key Food Stores Co-Operative, Inc.	85297401	4049312	04/18/2011	BETTER STORE. BETTER LIVING.	N/A	N/A	N/A
Key Food Stores Co-Operative, Inc.	77839322	4226024	10/01/2009	KEY FRESH & NATURAL	N/A	N/A	N/A
Key Food Stores Co-Operative, Inc.	77956667	4407322	03/11/2010	THE FOOD EMPORIUM TRADING COMPANY	N/A	N/A	N/A
Key Food Stores Co-Operative, Inc.	77956662	4429059	03/11/2010	THE FOOD EMPORIUM NEW YORK TRADING COMPANY		N/A	N/A
Key Food Stores Co-Operative, Inc.	77378422	3467757	01/23/2008	S SUPERFRESH		N/A	N/A
Key Food Stores Co-Operative, Inc.	76360323	2741163	01/16/2002	THE FOOD EMPORIUM		N/A	N/A
Key Food Stores Co-Operative, Inc.	76346252	2685875	12/06/2001	THE FOOD EMPORIUM		N/A	N/A

<u>Record Owner</u>	<u>Serial No.</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Word Mark</u>	<u>Mark</u>	<u>App. No.</u>	<u>App. Date</u>
Key Food Stores Co-Operative, Inc.	76382997	2697545	03/18/2002	FOOD DYNASTY "THE MARKET PLACE FOR QUALITY AND SAVINGS!"		N/A	N/A
Key Food Stores Co-Operative, Inc.	73732662	2085126	06/06/1988	SUPER FRESH	N/A	N/A	N/A

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RECORDED: 10/24/2018

**TRADEMARK
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