

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM498840

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Tops Markets, LLC		11/19/2018	Limited Liability Company: NEW YORK
Tops PT, LLC		11/19/2018	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 Association: UNITED STATES

PROPERTY NUMBERS Total: 37

Property Type	Number	Word Mark
Registration Number:	5507103	E-BONUS SAVER
Registration Number:	5007457	TOPS
Registration Number:	4778737	TOPS BUSINESS PLUS
Registration Number:	4435683	ORCHARDFRESH TASTEFULLY DONE
Registration Number:	4415615	ORCHARD FRESH
Registration Number:	4362323	GLOUCESTER PIER SEAFOOD CO.
Registration Number:	4231348	TOPS BONUS PLUS
Registration Number:	4243364	TOPS COUPON CENTRAL
Registration Number:	4142759	TOPS GASPOINTS
Registration Number:	4142117	TOPS E-BONUS SAVER
Registration Number:	3993400	TOPS YOUR NEIGHBORHOOD STORE WITH MORE
Registration Number:	3907824	NY/PA GROWN FRESH PICKED FOR TOPS
Registration Number:	3929019	TOPSTIPS
Registration Number:	3602029	NYGROWN FRESH PICKED FOR TOPS
Registration Number:	3001996	TOPS
Registration Number:	3446451	TOPS
Registration Number:	2963913	TOPS

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TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2856078	TOPS
Registration Number:	2588134	GLOUCESTER PIER
Registration Number:	2540369	GARDEN FRESH PRODUCE NOW THAT'S FRESH!
Registration Number:	2529733	THE SAVINGS CART
Registration Number:	2551177	TOPS XPRESS
Registration Number:	2326652	TOPS
Registration Number:	2326658	TOPS
Registration Number:	2021018	P&C FOODS
Registration Number:	1577082	P&C
Registration Number:	1499050	TOPS NEVER STOPS
Registration Number:	1465722	TOPS
Registration Number:	1433101	TOPS
Registration Number:	1217929	BIG BEAR
Registration Number:	1094076	TOPS FRIENDLY MARKETS
Registration Number:	1047798	BAKER'S OVEN
Registration Number:	0991019	
Registration Number:	0981376	BIG BEAR
Registration Number:	0922571	B-KWIK
Registration Number:	0763677	TOPS
Serial Number:	87317438	YUM-OPOLY

CORRESPONDENCE DATA

Fax Number:

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: 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:	11/19/2018

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Agreement”) is made as of this 19th day of November, 2018, among Tops Markets, LLC and Tops PT, LLC (collectively, jointly and severally, the “Grantors” and each individually the “Grantor”) and Bank of America, N.A., in its capacity as collateral agent for the Credit Parties (together with its successors, “Collateral Agent”).

W I T N E S S E T H:

WHEREAS, Grantor has executed and delivered to Collateral Agent, for the benefit of the Credit Parties, that certain Guarantee and Security Agreement dated as of November 19, 2018 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Collateral Agent, for the benefit of the Credit Parties, this Trademark Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby pledges and grants to Collateral Agent, for its own benefit and for the benefit of the other Credit Parties, a lien on and security interest in all of the right, title and interest of Grantor in, to and under the following (collectively, the “Trademark Collateral”):

(a) all of Grantor’s United States Trademarks including those referred to on Schedule I hereto, including the goodwill exclusively symbolized thereby, provided that no security interest shall be granted in any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable law;

(b) all renewals of the foregoing; and

(c) all proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any United States Trademark.

3. **SECURITY FOR OBLIGATIONS.** This Trademark Agreement secures, and the Trademark Collateral is collateral security for, the payment and performance in full when due of the Secured Obligations.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Agreement are granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Credit Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. COUNTERPARTS. This Trademark 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 Trademark Agreement by telecopy or other electronic transmission (e.g. "pdf") shall be as effective as delivery of a manually executed counterpart of this Trademark Agreement.

6. CONSTRUCTION. The rules of interpretation adopted in Section 1.2 of the Security Agreement shall be applicable to this Trademark Agreement.

7. INTERCREDITOR AGREEMENT. Notwithstanding anything to the contrary contained herein, the lien and security interest granted to the Collateral Agent pursuant to this Trademark Agreement and the exercise of any right or remedy by the Collateral Agent hereunder is subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Trademark Agreement, the terms of the Intercreditor Agreement shall govern and control.


8. GOVERNING LAW. This Trademark Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, Grantor has caused this Trademark Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

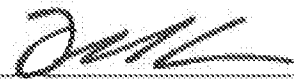
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

TOPS MARKETS, LLC


By: 
Name: Frank Curci
Title: Chief Executive Officer

TOPS PT, LLC

By: 
Name: Frank Curci
Title: Chief Executive Officer




ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A.






By: 
Name: Matthew Potter
Title: Senior Vice President




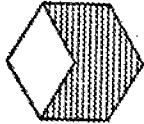
SCHEDULE I
to
TRADEMARK AGREEMENT
U.S. Trademarks and Applications for Registration

Registrations:

Trademark	Owner	Registration No.	Registration Date
E-BONUS SAVER	Tops Markets, LLC	5507103	7/3/2018
TOPS 	Tops Markets, LLC	5007457	7/26/2016
TOPS BUSINESS PLUS	Tops Markets, LLC	4778737	7/21/2015
ORCHARD FRESH TASTEFULLY DONE	Tops Markets, LLC	4435683	11/19/2013
ORCHARD FRESH	Tops Markets, LLC	4415615	10/8/2013
CLUCKSTER PEK SEARCH CO.	Tops Markets, LLC	4362323	7/2/2013
TOPS BONUS PLUS	Tops Markets, LLC	4231348	10/23/2012
TOPS COUPON CENTRAL 	Tops Markets, LLC	4243364	11/13/2012
TOPS GASPOINTS	Tops Markets, LLC	4142759	5/15/2012
TOPS E-BONUS SAVER	Tops Markets, LLC	4142117	5/15/2012
TOPS YOUR NEIGHBORHOOD STORE WITH MORE	Tops Markets, LLC	3993400	7/12/2011
NY/PA GROWN FRESH PICKED FOR TOPS 	Tops Markets, LLC	3907824	1/18/2011

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Trademark	Owner	Registration No.	Registration Date
TOPSTIPS	Tops Markets, LLC	3929019	3/8/2011
NYGROWN FRESH PICKED FOR TOPS	Tops Markets, LLC	3602029	4/7/2009
TOPS	Tops Markets, LLC	3001996	9/27/2005
TOPS	Tops Markets, LLC	3446451	6/10/2008
TOPS	Tops Markets, LLC	2963913	6/28/2005
TOPS	Tops Markets, LLC	2856078	6/22/2004
GLOUCESTER PIER	Tops PT, LLC	2588134	7/2/2002
GARDEN FRESH PRODUCE NOW THAT'S FRESH! 	Tops PT, LLC	2540369	2/19/2002
THE SAVINGS CART	Tops Markets, LLC	2529733	1/15/2002
TOPS XPRESS 	Tops Markets, LLC	2551177	3/19/2002
TOPS 	Tops Markets, LLC	2326652	3/7/2000
TOPS 	Tops Markets, LLC	2326658	3/7/2000
P&C FOODS 	Tops PT, LLC	2021018	12/3/1996

Trademark	Owner	Registration No.	Registration Date
P&C 	Tops PT, LLC	1577082	1/9/1990
TOPS NEVER STOPS	Tops Markets, LLC	1499050	8/2/1988
TOPS	Tops Markets, LLC	1465722	11/17/1987
TOPS	Tops Markets, LLC	1433101	3/17/1987
BIG BEAR 	Tops PT, LLC	1217929	11/23/1982
Tops Friendly Markets 	Tops Markets, LLC	1094076	6/20/1978
BAKER'S OVEN	Tops Markets, LLC	1047798	9/7/1976
Design Only 	Tops Markets, LLC	0991019	8/13/1974
BIG BEAR	Tops PT, LLC	0981376	3/26/1974
B-KWIK	Tops Markets, LLC	0922571	10/19/1971
TOPS	Tops Markets, LLC	0763677	1/21/1964

Applications:

Trademark	Owner	Application No.	Application Date
YUM-OPOLY	Tops Markets, LLC	87317438	1/30/2017

Licenses: none.

OTHER TRADEMARKS:

Registrations:

State Registrations

Trademark	State	Owner	Registration No.	Registration Date
TOPS	Pennsylvania	Tops Markets, LLC	924496	6/12/1986
TOPS	New York	Tops Markets, LLC	R15003	7/12/1973

Applications: none.

Licenses: none.