

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM499213

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tops PT, LLC		11/19/2018	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Ankura Trust Company, LLC		
Street Address:	214 NORTH MAIN STREET		
City:	CONCORD		
State/Country:	NEW HAMPSHIRE		
Postal Code:	03301		
Entity Type:	Limited Liability Company: NEW HAMPSHIRE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	0981376	BIG BEAR	
Registration Number:	1217929	BIG BEAR	
Registration Number:	2540369	GARDEN FRESH PRODUCE NOW THAT'S FRESH!	
Registration Number:	2588134	GLOUCESTER PIER	
Registration Number:	1577082	P&C	
CORRESPONDENCE DATA			
Fax Number:			
	<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>		
Email:	rpancholi@paulweiss.com, lfranco@paulweiss.com, aspoto@paulweiss.com		
Correspondent Name:	Rima Pancholi		
Address Line 1:	Paul Weiss Rifkind Wharton & Garrison LLP		
Address Line 2:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	22177-001		
NAME OF SUBMITTER:	Rima Pancholi		
SIGNATURE:	/Rima Pancholi/		

CH \$140.00 0981376

DATE SIGNED:	11/21/2018
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Total Attachments: 6

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Notice of Security Interests (Second Lien) in Trademarks

NOTICE OF SECURITY INTERESTS (SECOND LIEN) IN TRADEMARKS dated as of November 19, 2018 (this "Trademark Security Agreement"), made by Tops PT, LLC, a New York limited liability company (the "Grantor"), in favor of Ankura Trust Company, LLC, as Trustee and Collateral Agent (in such capacities, "Collateral Agent").

WHEREAS, under the terms of the Guarantee and Security Agreement (Second Lien Notes), made by the Grantor and the Guarantors (as defined therein) in favor of the Collateral Agent, dated as of November 19, 2018 ("Guarantee and Security Agreement (Second Lien Notes)"), the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties (as defined therein), a second lien on and security interest in and to all of the right, title and interest of such Grantor in, to and under all Intellectual Property Collateral of the Grantor, wherever located, and whether now existing or hereafter arising or acquired from time to time, among other property, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office (the "USPTO").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. *Terms.* Capitalized terms used in this Trademark Security Agreement and not otherwise defined herein have the meanings specified in the Guarantee and Security Agreement (Second Lien Notes).

SECTION 2. *Grant of Security Interest.* As collateral security for the payment and performance, as the case may be, in full of the Secured Obligations, the Grantor pursuant to the Guarantee and Security Agreement (Second Lien Notes) hereby pledges and grants to the Collateral Agent, for its own benefit and for the benefit of the other Secured Parties, a second lien on and security interest in and to all of the right, title and interest of such Grantor in, to and under all U.S. Trademarks of the Grantor, to the extent included in the Intellectual Property Collateral, whether now existing or hereafter arising or acquired from time to time (collectively, the "Trademark Collateral"): all trademarks (including service marks), certification marks, trade dress, uniform resource locations (URLs), domain names, corporate names and trade names, whether registered or unregistered, owned by or assigned to such Grantor and all registrations and applications for the foregoing (whether statutory or common Law), together, in each case, with the goodwill exclusively symbolized thereby, including, without limitation, the registrations and applications listed on Schedule I hereto, and together with any and all (i) extensions and renewals thereof, (ii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including, without limitation, damages, claims and payments for past, present or future infringements thereof, and (iii) rights corresponding thereto throughout the world and (iv) rights to sue for past, present and future infringements thereof, but excluding, in all cases, any Excluded Property.

SECTION 3. *Security for Obligations.* The grant of a security interest in the Trademark Collateral by the Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. *Recordation.* The Grantor hereby requests and authorizes the USPTO to record this Trademark Security Agreement against the Trademark Collateral.

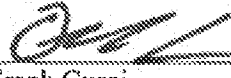
SECTION 5. *Counterparts.* This Trademark Security Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission (including .pdf file) shall be as effective as delivery of a manually signed original.

SECTION 6. *Governing Law.* THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST), BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

[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.

TOPS PT, LLC,
as Grantor

By: 
Name: Frank Curei
Title: Chief Executive Officer

**Ankura Trust Company, LLC,
not in its individual capacity, but solely in
its capacity as Collateral Agent**




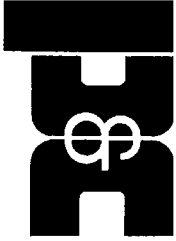
Name: Ryan M. Roy
Title: Managing Director

[Signature Page to Notice of Security Interests (Second Lien) in Trademarks]

**TRADEMARK
REEL: 006487 FRAME: 0528**

Trademarks Owned by the Grantor*U.S. Trademark Registrations & Applications*

Total US (66)	Mark	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner Name	Status
1.	BIG BEAR BIG BEAR	72420126 31-MAR-1972	0981376 26-MAR-1974	TOPS PT, LLC	Registered
2.	BIG BEAR BIG BEAR	73309693 11-MAY-1981	1217929 23-NOV-1982	TOPS PT, LLC	Registered
3.	GARDEN FRESH PRODUCE NOW THAT'S FRESH! 	76261675 23-MAY-2001	2540369 19-FEB-2002	TOPS PT, LLC	Registered
4.	GLOUCESTER PIER	76267281 05-JUN-2001	2588134 02-JUL-2002	TOPS PT, LLC	Registered

5.	P&C 	73799860 15-MAY-1989	1577082 09-JAN-1990	TOPS PT, LLC	Registered
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