

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM501384

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KEY FOOD STORES CO-OPERATIVE, INC.		11/15/2018	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	CITIZENS BANK, N.A., AS ADMINISTRATIVE AGENT		
Street Address:	28 State Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	3694631	KEY FOOD	
Registration Number:	3256157	KEY FOOD	
Registration Number:	4482766	URBAN MARKET OF WILLIAMSBURG	
Registration Number:	4682996	GLOBAL SUPERMARKET	
Registration Number:	4658025	URBAN MARKET OF WILLIAMSBURG	
Registration Number:	4658026	URBAN MARKET OF WILLIAMSBURG	
Registration Number:	4688509	NO11 BROADWAY	
Registration Number:	5041753	FOOD UNIVERSE	
Registration Number:	5157501	KEY FOOD FRESH	
Registration Number:	5157502	FOOD DYNASTY	
Registration Number:	5192245	THE DIFFERENCE IS KEY	
Registration Number:	5192246	OUR MARKET, YOUR FAMILY	
Registration Number:	5157503	SERVICE THAT SMILES	
Registration Number:	5157504	SIMPLY REFRESHING	
Registration Number:	5192255	NOTHING SHORT OF STELLAR	
Registration Number:	5126056	URBAN MARKET OF LONG ISLAND CITY	
Registration Number:	5286264	YOUR NEW YORK MARKET	
CORRESPONDENCE DATA			
TRADEMARK			

OP \$440.00 3694631

Fax Number: 7045032622

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: 7045032600

Email: msheehan@kslaw.com

Correspondent Name: King & Spalding LLP

Address Line 1: 300 S. Tryon St., Ste 1700

Address Line 2: Attn: Moira Sheehan

Address Line 4: Charlotte, NORTH CAROLINA 28202

NAME OF SUBMITTER:	Moira Sheehan
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SIGNATURE:	/Moira Sheehan/
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DATE SIGNED:	12/10/2018
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 15, 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 extended 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 continue 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.

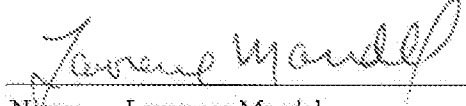
4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of 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

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006497 FRAME: 0624

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

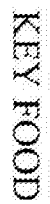
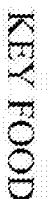

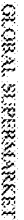
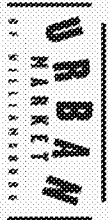
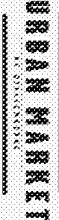
By: 

Name: Chancellor Peterson

Title: Vice President

SCHEDULE I

TRADEMARKS

Record Owner	Serial No.	Ref. No.	Reg. Date	Word Mark	Mark	App. Date
Key Food Stores Cooperative, Inc.	77389180	3694631	October 13, 2009	KEY FOOD		February 5, 2008
Key Food Stores Cooperative, Inc.	78953724	3256157	June 26, 2007	KEY FOOD		August 16, 2006
Key Food Stores Cooperative, Inc.	85868483	4482766	February 11, 2014	URBAN MARKET OF WILLIAMSBURG		March 6, 2013
Key Food Stores Cooperative, Inc.	86183943	4682996	February 3, 2015	GLOBAL SUPERMARKET		February 4, 2014
Key Food Stores Cooperative, Inc.	86332681	4658025	December 16, 2014	URBAN MARKET OF WILLIAMSBURG		July 9, 2014
Key Food Stores Cooperative, Inc.	86332713	4658026	December 16, 2014	URBAN MARKET OF WILLIAMSBURG		July 9, 2014

<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. Date</u>
Key Food Stores Cooperative, Inc.	86332739	4688509	February 17, 2015	NO11 BROADWAY		July 9, 2014
Key Food Stores Cooperative, Inc.	86400887	5041753	September 13, 2016	FOOD UNIVERSE		September 20, 2014
Key Food Stores Cooperative, Inc.	86861075	5157501	March 7, 2017	KEY FOOD FRESH		December 29, 2015
Key Food Stores Cooperative, Inc.	86861151	5157502	March 7, 2017	FOOD DYNASTY		December 29, 2015
Key Food Stores Cooperative, Inc.	86861164	5192245	April 25, 2017	THE DIFFERENCE IS KEY		December 29, 2015
Key Food Stores Cooperative, Inc.	86861168	5192246	April 25, 2017	OUR MARKET, YOUR FAMILY		December 29, 2015

<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. Date</u>
Key Food Stores Cooperative, Inc.	86861172	5157503	March 7, 2017	SERVICE THAT SMILES	SERVICE THAT SMILES	December 29, 2015
Key Food Stores Cooperative, Inc.	86861176	5157504	March 7, 2017	SIMPLY REFRESHING	SIMPLY REFRESHING	December 29, 2015
Key Food Stores Cooperative, Inc.	86865569	5192255	April 25, 2017	NOTHING SHORT OF STELLAR	NOTHING SHORT OF STELLAR	January 5, 2016
Key Food Stores Cooperative, Inc.	86923650	5126056	January 17, 2017	URBAN MARKET OF LONG ISLAND CITY	URBAN MARKET OF LONG ISLAND CITY	February 29, 2016
Key Food Stores Cooperative, Inc.	87363284	5286264	September 12, 2017	YOUR NEW YORK MARKET	YOUR NEW YORK MARKET	March 8, 2017