

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM528638

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cash & Carry Stores LLC		06/20/2019	Limited Liability Company: OREGON
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG New York Branch, as Collateral Agent		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Bank: GERMANY		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3121923	CASH & CARRY SMART FOODSERVICE	
Registration Number:	5290846	CASH & CARRY SMART FOODSERVICE	
Registration Number:	3135169	CASH & CARRY SMART FOODSERVICE	
Registration Number:	2970108	CASH & CARRY UNITED GROCERS	
Registration Number:	5298226	CLICK&CARRY	
Registration Number:	4298813	COOL & CARRY	
Registration Number:	5298227		
Registration Number:	3121943	SMART FOODSERVICE	
Registration Number:	3828030	WHERE RESTAURANTS BUY BETTER	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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>			
Phone:	312/876-7628		
Email:	linda.kastner@lw.com		
Correspondent Name:	Linda R. Kastner, c/o Latham & Watkins		
Address Line 1:	330 N. Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		

OP \$240.00 3121923

NAME OF SUBMITTER:	Linda Kastner
SIGNATURE:	/lk/
DATE SIGNED:	06/20/2019
Total Attachments: 5 source=Trademark Security Agreement - DB - Cash & Carry LLC (green)#page1.tif source=Trademark Security Agreement - DB - Cash & Carry LLC (green)#page2.tif source=Trademark Security Agreement - DB - Cash & Carry LLC (green)#page3.tif source=Trademark Security Agreement - DB - Cash & Carry LLC (green)#page4.tif source=Trademark Security Agreement - DB - Cash & Carry LLC (green)#page5.tif	

Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of June 20, 2019 (this "Notice"), made by Cash & Carry Stores LLC, an Oregon limited liability company (the "Pledgor"), in favor of DEUTSCHE BANK AG NEW YORK BRANCH, as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement (First Lien), dated as of June 20, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Sage Borrowco, LLC (the "Borrower"), each subsidiary of the Borrower identified therein and Deutsche Bank AG New York Branch, as collateral agent (together with its successors and assigns in such capacity, the "Collateral Agent") for the Secured Parties (as defined therein). The parties hereto agree as follows:

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

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of the Pledgor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by the Pledgor or in which the Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the "Trademark Collateral":

all Trademarks, including those listed on Schedule I,

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act.

SECTION 3. *Collateral 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 Collateral Agreement. The Pledgor 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 Collateral 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 Notice and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

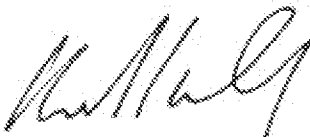
SECTION 4. *Counterparts*. This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law*. THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

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

CASH & CARRY STORES LLC

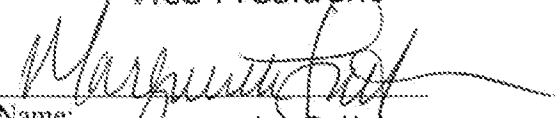
By: 
Name: Richard N. Phegley
Title: Senior Vice President & Chief Financial Officer

[Signature Page to Notice of Grant of Security Interest in Trademarks (First Lien)]

TRADEMARK
REEL: 006675 FRAME: 0159

**DEUTSCHE BANK AG NEW YORK
BRANCH,**
as Collateral Agent

By: 
Name: Yumi Okabe
Title: Vice President

By: 
Name: Marguerite Sutton
Title: Vice President

Schedule I
to Notice of Grant of Security Interest (First Lien) in Trademarks

Trademarks Owned by Cash & Carry Stores LLC

U.S. Trademark Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
CASH & CARRY SMART FOOD SERVICE	3121923	July 25, 2006
CASH & CARRY SMART FOOD SERVICE	5290846	September 19, 2017
CASH & CARRY SMART FOOD SERVICE (stylized in color)	3135169	August 29, 2006
CASH & CARRY UNITED GROCERS	2970108	July 19, 2005
CLICK&CARRY	5298226	September 26, 2017
COOL & CARRY	4298813	March 5, 2013
Design Only (shopping cart filled with boxes)	5298227	September 26, 2017
SMART FOODSERVICE	3121943	July 25, 2006
WHERE RESTAURANTS BUY BETTER	3828030	August 3, 2010

U.S. Trademark Applications

None.

[Signature Page to Notice of Grant of Security Interest in Trademarks (First Lien)]