

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM549917

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Apro, LLC		11/14/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS BANK USA, as Collateral Agent		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282-2198		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4471500	HELPTO OTHERS	
Registration Number:	1631875	JACKPOT	
Registration Number:	4091418	MY GOODS	
Registration Number:	4662333	MY GOODS MARKET	
Registration Number:	4662332	MY GOODS MARKET	
Registration Number:	5324438	R ROCKET	
Registration Number:	5324439	ROCKET	
Registration Number:	5324440	ROCKET	
Registration Number:	3893246	WE GOT IT! FOOD MART	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	212-906-1216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	049646-0376		

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NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	11/19/2019
Total Attachments: 5 source=Apro (2019)- Trademark Security Agreement 049646-0376#page1.tif source=Apro (2019)- Trademark Security Agreement 049646-0376#page2.tif source=Apro (2019)- Trademark Security Agreement 049646-0376#page3.tif source=Apro (2019)- Trademark Security Agreement 049646-0376#page4.tif source=Apro (2019)- Trademark Security Agreement 049646-0376#page5.tif	

GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS GRANT OF SECURITY INTEREST IN TRADEMARKS (“Agreement”), effective as of November 14, 2019, is made by Apro, LLC, a Delaware corporation (the “Grantor”), in favor of Goldman Sachs Bank USA (“Goldman Sachs”), as Collateral Agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement described below). All capitalized terms not defined herein shall have the meaning ascribed to them in the Guarantee and Collateral Agreement (as defined below).

W I T N E S S E T H

WHEREAS, pursuant to that certain Credit Agreement (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), dated as of the date hereof, by and among CF United LLC, the Grantor, Goldman Sachs, as administrative agent and Collateral Agent, and the other parties from time to time party thereto, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered that certain Guarantee and Collateral Agreement, dated as of the date hereof, in favor of the Collateral Agent for the ratable benefit of the Secured Parties (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has pledged and granted to the Collateral Agent for the ratable benefit of the Secured Parties a continuing security interest in its Intellectual Property included in the Collateral, including the Trademarks included in the Collateral; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Guarantee and Collateral Agreement or, if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in and Lien on all of the right, title and interest of the Grantor in all of the Trademarks included in the Collateral (including, without limitation, those items listed on Schedule A hereto) now owned or at any time hereafter acquired or created by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest, as collateral security for the prompt and complete payment in full and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Collateral Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

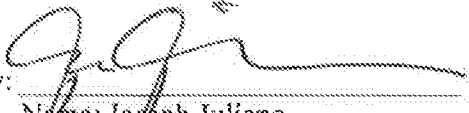
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed signature page of this Agreement by facsimile transmission or by electronic mail as a “.pdf” or “.tif” attachment shall be effective as delivery of a manually executed counterpart hereof.

SECTION 6. Governing Law. This Agreement and the rights and obligations of the parties under this Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.


APRO, LLC,
as the Grantor

By: 
Name: Joseph Juliano
Title: President and Chief Executive Officer

[Signature Page to Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 006798 FRAME: 0749

GOLDMAN SACHS BANK USA,
as the Collateral Agent




By: 
Name: Thomas M. Manning
Title: Authorized Signatory

[Signature Page to Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 006798 FRAME: 0750

SCHEDULE A

Trademark Registrations and Applications

	Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
1.	HELPTO OTHERS	85576124 3/21/2012	4471500 1/21/2014	Registered	Apro, LLC d/b/a/ United Oil
2.	JACKPOT	73665838 6/11/1987	1631875 1/15/1991	Registered	Apro, LLC
3.	MY GOODS	77816181 8/31/2009	4091418 1/24/2012	Registered	Apro, LLC
4.	MY GOODS MARKET	86204457 2/26/2014	4662333 12/30/2014	Registered	Apro, LLC
5.	MY GOODS MARKET 	86204447 2/26/2014	4662332 12/30/2014	Registered	Apro, LLC
6.	R ROCKET 	86824846 11/18/2015	5324438 10/31/2017	Registered	Apro, LLC
7.	R ROCKET 	86824854 11/18/2015	5324439 10/31/2017	Registered	Apro, LLC
8.	ROCKET	86824857 11/18/2015	5324440 10/31/2017	Registered	Apro, LLC
9.	WE GOT IT! FOOD MART	85026203 4/29/2010	3893246 12/21/2010	Registered	Apro, LLC d/b/a/ United Oil