

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM559676

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Fairway Group Acquisition Company		01/28/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ankura Trust Company, LLC		
<b>Street Address:</b>	140 Sherman Street		
<b>Internal Address:</b>	4th Floor		
<b>City:</b>	Fairfield		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06824		
<b>Entity Type:</b>	Limited Liability Company: NEW HAMPSHIRE		
<b>PROPERTY NUMBERS Total: 36</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3802023	DISCOVER MORE. SPEND LESS.	
<b>Registration Number:</b>	4880744	EAT BIG LIVE LARGE	
<b>Registration Number:</b>	4150646	FAIRWAY	
<b>Registration Number:</b>	3693296	FAIRWAY	
<b>Registration Number:</b>	3861726	FAIRWAY	
<b>Registration Number:</b>	3641831	FAIRWAY	
<b>Registration Number:</b>	3552603	FAIRWAY	
<b>Registration Number:</b>	4696552	FAIRWAY	
<b>Registration Number:</b>	4450782	FAIRWAY	
<b>Registration Number:</b>	3641829	FAIRWAY CAFÉ	
<b>Registration Number:</b>	3763826	FAIRWAY CAFÉ & STEAKHOUSE	
<b>Registration Number:</b>	3951466	FAIRWAY LIKE NO OTHER MARKET	
<b>Registration Number:</b>	3693295	FAIRWAY "LIKE NO OTHER MARKET"	
<b>Registration Number:</b>	3641830	FAIRWAY "LIKE NO OTHER MARKET"	
<b>Registration Number:</b>	3545835	FAIRWAY "LIKE NO OTHER MARKET"	
<b>Registration Number:</b>	3931255	FAIRWAY NEW YORK	
<b>Registration Number:</b>	3931254	FAIRWAY OF NEW YORK	
<b>Registration Number:</b>	4168891	FAIRWAY WINES & SPIRITS	
<b>TRADEMARK</b>			

CH \$915.00 3802023

Property Type	Number	Word Mark
Registration Number:	4038669	FAIRWAY WINES & SPIRITS
Registration Number:	4176613	FAIRWAY WINES & SPIRITS
Registration Number:	4052364	FAIRWAY WINES & SPIRITS
Registration Number:	2375537	LIKE NO OTHER MARKET
Registration Number:	2431510	LIKE NO OTHER MARKET
Registration Number:	3861727	LIKE NO OTHER MARKET
Registration Number:	3571345	LIKE NO OTHER MARKET
Registration Number:	3693294	LIKE NO OTHER MARKET
Registration Number:	3928817	"LIKE NO OTHER MARKET" FAIRWAY NEW YORK
Registration Number:	3931279	"LIKE NO OTHER MARKET" FAIRWAY NEW YORK
Registration Number:	4052375	LIKE NO OTHER WINES & SPIRITS STORE
Registration Number:	3931256	NEW YORK FAIRWAY
Registration Number:	4477288	ON OUR PLATE
Registration Number:	5597140	SUR LA ROUTE
Registration Number:	5687434	THE PLACE TO GO FOODING
Registration Number:	3808727	THE WORLD'S GREATEST FOOD STORE
Registration Number:	4017406	THE WORLD'S GREATEST WINES & SPIRITS STO
Registration Number:	5905359	THE COOKING PLACE AT FAIRWAY MARKET

**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:** 4045723401  
**Email:** ssheesley@kslaw.com  
**Correspondent Name:** Steven Sheesley  
**Address Line 1:** 1180 Peachtree Street NE  
**Address Line 2:** King & Spalding LLP  
**Address Line 4:** Atlanta, GEORGIA 30309

<b>ATTORNEY DOCKET NUMBER:</b>	22978.230004
<b>NAME OF SUBMITTER:</b>	Steven Sheesley
<b>SIGNATURE:</b>	//Steven Sheesley//
<b>DATE SIGNED:</b>	01/30/2020

**Total Attachments: 9**

source=Fairway - Trademark Security Agreement (executed)#page1.tif  
source=Fairway - Trademark Security Agreement (executed)#page2.tif  
source=Fairway - Trademark Security Agreement (executed)#page3.tif  
source=Fairway - Trademark Security Agreement (executed)#page4.tif  
source=Fairway - Trademark Security Agreement (executed)#page5.tif  
source=Fairway - Trademark Security Agreement (executed)#page6.tif

source=Fairway - Trademark Security Agreement (executed)#page7.tif  
source=Fairway - Trademark Security Agreement (executed)#page8.tif  
source=Fairway - Trademark Security Agreement (executed)#page9.tif

TRADEMARK SECURITY AGREEMENT, dated as of January 28, 2020 (this "Agreement"), among FAIRWAY GROUP ACQUISITION COMPANY, a Delaware corporation (the "Borrower"), and Collateral Agent (as defined below).

Reference is made to the Guarantee and Collateral Agreement dated as of January 28, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Fairway Group Holdings Corp. ("Holdings"), the Borrower, the subsidiaries of the Borrower party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Superpriority Secured Debtor-In-Possession Credit Agreement dated as of January 28, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among the Borrower, Holdings, the lenders from time to time party thereto and Ankura Trust Company, LLC, as administrative agent and collateral agent (in such capacity, the "Collateral Agent"). The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Accordingly, the parties hereto agree as follows:

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

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, Borrower, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by Borrower or in which Borrower now has or at any time in the future may acquire any right, title or interest (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, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, 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 or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I, but for the avoidance of doubt excluding any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application or any registration issuing therefrom under federal law (the "Trademarks");

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all assets, rights and interests that uniquely reflect or embody the Trademarks.

SECTION 3. Security 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 Security Agreement. Borrower 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 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.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on 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 signature page to this Agreement by facsimile transmission or other customary means of electronic transmission (e.g., "pdf") shall be effective as delivery of a manually signed counterpart of this Agreement.

[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.

FAIRWAY GROUP ACQUISITION  
COMPANY

By: \_\_\_\_\_

Name: Abel T. Porter

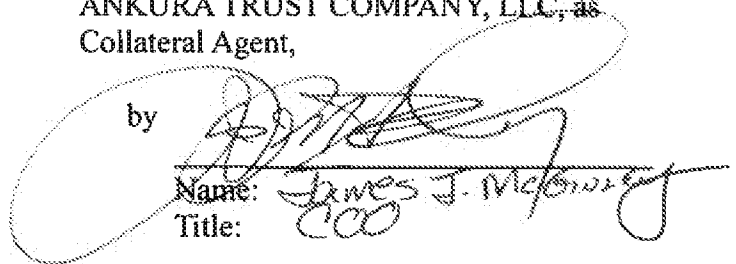
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK  
REEL: 006850 FRAME: 0911

ANKURA TRUST COMPANY, LLC, as  
Collateral Agent,

by

A large, stylized handwritten signature in black ink, which appears to read "James J. McHenry". The signature is written over a horizontal line and is enclosed within a large, hand-drawn oval.

Name:

Title:

James J. McHenry  
COO

by

\_\_\_\_\_  
Name:

Title:

## Schedule I

Fairway Group Acquisition Company Trademark Active List Report  
As of January 13, 2020

Trademark Name	Client-Matter Country	Application No. Filing Date	Registration No. Registration Date	Status Next Renew
<b>DISCOVER MORE. SPEND. LESS</b>	1654-2007 United States of America	77/736,031 13-May-2009	3,802,023 15-Jun-2010	Registered 15-Jun-2020
<b>EAT BIG LIVE LARG</b>	1654-2143 United States of America	86642788 27-May-2015	4,880,744 5-Jan-2016	Registered 5-Jan-2026
<b>FAIRWAY</b>	Classes: 35 Int. 1654-2001 United States of America	77/966,177 23-Mar-2010	4,150,646 29-May-2012	Registered 31-May-2022
<b>FAIRWAY</b>	Classes: 33 Int. 1654-2004 United States of America	77/339,365 28-Nov-2007	3,693,296 06-Oct-2009	Registered 09-Oct-2029
<b>FAIRWAY</b>	Classes: 03 Int. 1654-2005 United States of America	77/755,048 09-Jun-2009	3,861,726 12-Oct-2010	Registered 13-Oct-2020
<b>FAIRWAY</b>	Classes: 05 Int. 1654-2013 United States of America	77/338,193 27-Nov-2007	3,641,831 23-Jun-2009	Registered 25-Jun-2029
<b>FAIRWAY</b>	Classes: 29 Int., 35 Int., 43 Int. 1654-2014 United States of America	77/195,995 01-Jun-2007	3,552,603 30-Dec-2008	Registered 02-Jan-2029
<b>FAIRWAY</b>	Classes: 29 Int., 30			



<b>FAIRWAY</b>	Int., 31 Int., 32 Int., 35 Int. 1654-2140 United States of America Classes: 09 Int., 35 Int.	85911950 23-Apr-2013	4,696,552 03-Mar-2015	Registered 03-Mar-2021
<b>FAIRWAY</b>	1654-2141 United States of America Classes: 42 Int., 43 Int., 44 Int.	85912400 23-Apr-2013	4,450,782 17-Dec-2013	Registered 17-Dec-2023
<b>FAIRWAY CAFE</b>	1654-2016 United States of America Classes: 43 Int.	77/338,189 27-Nov-2007	3,641,829 23-Jun-2009	Registered 25-Jun-2029
<b>FAIRWAY CAFE &amp; STEAKHOUSE</b>	1654-2015 United States of America Classes: 43 Int.	77/338/182 27-Nov-2007	3,763,826 23-Mar-2010	Registered 23-Mar-2020
<b>FAIRWAY LIKE NO OTHER MARKET</b>	1654-2003 United States of America Classes: 05 Int.	77/755,062 09-Jun-2009	3,951,466 26-Apr-2011	Registered 26-Apr-2021
<b>FAIRWAY LIKE NO OTHER MARKET</b>	1654-2009 United States of America Classes: 03 Int.	77/339,361 28-Nov-2002	3,693,295 06-Oct-2009	Registered 09-Oct-2029
<b>FAIRWAY LIKE NO OTHER MARKET</b>	1654-2010 United States of America Classes: 29 Int., 35 Int., 43 Int.	77/338,192 27-Nov-2007	3,641,830 23-Jun-2009	Registered 25-Jun-2029
<b>FAIRWAY LIKE NO OTHER MARKET &amp; Design</b>	1654-2011 United States of America Classes: 29 Int., 30 Int., 31 Int., 32 Int., 35 Int.	77/196,002 01-Jun-2007	3,545,835 16-Dec-2008	Registered 16-Dec-2028
<b>FAIRWAY OF</b>	1654-2020	77/135,559	3,931,255	Registered

<b>NEW YORK</b>	United States of America	20-Mar-2007	15-Mar-2011	15-Mar-2021
<b>FAIRWAY OF NEW YORK</b>	<u>Classes: 35 Int.</u> 1654-2017 United States of America	77/135,544 20-Mar-2007	3,931,254 15-Mar-2011	Registered 15-Mar-2021
<b>FAIRWAY WINES &amp; SPIRITS</b>	<u>Classes: 35 Int.</u> 1654-2131 United States of America	85/269,482 17-Mar-2011	4,168,891 03-Jul-2012	Registered 05-Jul-2022
<b>FAIRWAY WINES &amp; SPIRITS</b>	<u>Classes: 33 Int.</u> 1654-2132 United States of America	85/269,954 17-Mar-2011	4,038,669 11-Oct-2011	Registered 12-Oct-2021
<b>(wordmark)</b>	<u>Classes: 35 Int., 43 Int.</u>			
<b>FAIRWAY WINES &amp; SPIRITS and Design</b>	1654-2130 United States of America	85/269,732 17-Mar-2011	4,176,613 17-Jul-2012	Registered 18-Jul-2022
<b>FAIRWAY WINES &amp; SPIRITS and Design</b>	<u>Classes: 33 Int.</u> 1654-2129 United States of America	85/269/688 17-Mar-2011	4,052,364 08-Nov-2011	Registered 08-Nov-2021
<b>LIKE NO OTHER MARKET</b>	<u>Classes: 35 Int., 43 Int.</u> 1654-2002 United States of America	75/844,619 09-Nov-1999	2,375,537 08-Aug-2000	Registered 08-Aug-2030
<b>LIKE NO OTHER MARKET</b>	<u>Classes: 35 Int.</u> 1654-2019 United States of America	75/933,762 02-Mar-2000	2,431,510 27-Feb-2001	Registered 01Mar-2021
<b>LIKE NO OTHER MARKET</b>	<u>Classes: 29 Int., 30 Int., 31 Int., 32 Int.</u> 1654-2021 United States of America	77/755,054 09-Jun-2009	3,861,727 12-Oct-2010	Registered 13-Oct-2020
<b>LIKE NO OTHER MARKET</b>	<u>Classes: 05 Int.</u> 1654-2022 United States of America	77/338,190 27-Nov-2007	3,571,345 10-Feb-2009	Registered 10-Feb-2029

	<u>Classes: 29 int., 35</u>				
	Int., 43 Int.				
<b>LIKE NO OTHER MARKET</b>	1654-2023	77/339,355	3,693,294	Registered	
	United States of America	28-Nov-2007	06-Oct-2009	09-Oct-2029	
	<u>Classes: 03 Int.</u>				
	1654-2012	77/172,484	3,928,817	Registered	
<b>LIKE NO OTHER MARKET FAIRWAY NEW YORK &amp; Design (b/w)</b>	United States of America	03-Mar-2007	08-Mar-2011	08-Mar-2021	
	<u>Classes: 35 Int.</u>				
	1654-2008	77/172,472	3,931,279	Registered	
<b>LIKE NO OTHER MARKET FAIRWAY NEW YORK &amp; Design (city skyline)</b>	United States of America	03-May-2007	15-Mar-2011	15-Mar-2021	
	<u>Classes: 35 Int.</u>				
	1654-2133	85/270,252	4,052,375	Registered	
<b>LIKE NO OTHER WINES &amp; SPIRITS STORE</b>	United States of America	17-Mar-2011	08-Nov-2011	08-Nov-2021	
	<u>Classes: 35 Int.</u>				
	1654-2018	77/135,577	3,931,256	Registered	
<b>NEW YORK FAIRWAY</b>	United States of America	20-Mar-2007	15-Mar-2011	15-Mar-2021	
	<u>Classes: 35 Int.</u>				
	1654-2142	85/20231	4,477,288	Registered	
<b>ON OUR PLATE</b>	United States of America	01-May-2013	04-Feb-2014	04-Feb-2024	
	<u>Classes: 42 Int., 43</u>				
	Int., 44 Int.				
<b>SUR LA ROUTE</b>	United States of America	87/625065	5,597,140	Registered	
	<u>Classes: 35 Int., 43</u>	Sep-27-2017	30-Oct-2018	30-Oct-2024	
	Int.				
<b>THE PLACE TO FOODING and Design</b>	United States of America	87/801271	5,687,434	Registered	
	<u>Classes: 35 Int., 43</u>	Feb-16-2018	26-Feb-2019	26-Feb-2025	
	Int.				
<b>THE WORLD'S GREATEST FOOD STORE</b>	1654-2006	77/821,826	3,808,727	Registered	
	United States of America	08-Sep-2009	22-Jun-2010	22-Jun-2020	

<b>THE WORLD'S GREATEST WINE &amp; SPIRIT STORE</b>	<u>Classes: 35 Int.</u> 1654-2134	85/274,215	4,017,406	Registered
<b>THE COOKING PLACE AT FAIRWAY MARKET &amp; Design</b>	<u>United States of America</u> Classes: 41 Int.	23-Mar-2011	23-Aug-2011	23-Aug-2021
		88/329,864	5,905,359	Registered
		07-Mar-2019	05-Nov-2019	05-Nov-2025

**TRADEMARK**

**REEL: 006850 FRAME: 0917**

**RECORDED: 01/30/2020**