

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM573508

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Security Interest in Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Deutsche Bank AG New York Branch, as Collateral Agent		04/24/2020	Bank: GERMANY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Smart Foodservice Stores LLC (f/k/a Cash & Carry Stores LLC)		
<b>Street Address:</b>	600 Citadel Drive		
<b>City:</b>	Commerce		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90040		
<b>Entity Type:</b>	Limited Liability Company: OREGON		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3121923	CASH & CARRY SMART FOODSERVICE	
<b>Registration Number:</b>	5290846	CASH & CARRY SMART FOODSERVICE	
<b>Registration Number:</b>	3135169	CASH & CARRY SMART FOODSERVICE	
<b>Registration Number:</b>	2970108	CASH & CARRY UNITED GROCERS	
<b>Registration Number:</b>	5298226	CLICK&CARRY	
<b>Registration Number:</b>	4298813	COOL & CARRY	
<b>Registration Number:</b>	5298227		
<b>Registration Number:</b>	3121943	SMART FOODSERVICE	
<b>Registration Number:</b>	3828030	WHERE RESTAURANTS BUY BETTER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	312/876-7628		
<b>Email:</b>	linda.kastner@lw.com		
<b>Correspondent Name:</b>	Linda R. Kastner, c/o Latham & Watkins		
<b>Address Line 1:</b>	330 N. Wabash Avenue		
<b>Address Line 2:</b>	Suite 2800		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60611		

OP \$240.00 3121923

<b>NAME OF SUBMITTER:</b>	Linda Kastner
<b>SIGNATURE:</b>	/lk/
<b>DATE SIGNED:</b>	04/24/2020
<b>Total Attachments: 3</b> source=Smart & Final - Termination and Release of Security Interest in Trademarks (Green Facility) [Executed]#page1.tif source=Smart & Final - Termination and Release of Security Interest in Trademarks (Green Facility) [Executed]#page2.tif source=Smart & Final - Termination and Release of Security Interest in Trademarks (Green Facility) [Executed]#page3.tif	

**TERMINATION AND RELEASE  
OF  
SECURITY INTEREST IN TRADEMARKS**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Termination and Release") dated as of April 24, 2020 is made by DEUTSCHE BANK AG NEW YORK BRANCH, as collateral agent (together with its successors and assigns in such capacity, the "Collateral Agent") to Smart Foodservice Stores LLC (f/k/a Cash & Carry Stores LLC), an Oregon limited liability company (the "Pledgor").

WITNESSETH:

WHEREAS, 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 the Pledgor, the other loan parties party thereto, and the Collateral Agent;

WHEREAS, pursuant to the Notice of Grant of Security Interest in Trademarks dated as of June 20, 2019 (the "Notice"), as security for the payment and performance in full of the Secured Obligations, the Pledgor, pursuant to the Collateral Agreement, assigned and pledged to the Collateral Agent a continuing security interest in all of the Pledgor's right, title and interest, in, to and under all of the Trademarks listed on Schedule I (the "Trademark Collateral");

WHEREAS, an executed copy of the Notice was recorded in the United States Patent and Trademark Office on June 20, 2019 at Reel 6675, Frame 0155; and

WHEREAS, the Collateral Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Collateral Agent hereby agrees and acknowledges as follows:

1. Definitions. All capitalized terms used but not otherwise defined herein have the meanings specified to them in the Collateral Agreement or the Notice.
2. Release of Security Interest. The Collateral Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral identified on Schedule I attached hereto and made a part hereof, and re-assigns to the Pledgor, without recourse, representation or warranty, all of the Collateral Agent's right, title and interest that it may have in the Trademark Collateral, together with the goodwill of the business symbolized thereby.

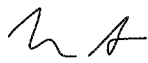
*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

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

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

Name: Yumi Okabe  
Title: Vice President  
Email: yumi.okabe@db.com  
Tel: +44 (20) 754-19412

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

Name: Michael Strobel  
Title: Vice President  
michael-p.strobel@db.com  
212-250-0939

[Signature Page to the Termination and Release of Security Interest in Trademarks]

**TRADEMARK**  
**REEL: 006923 FRAME: 0176**

SCHEDULE I

*U.S. Trademark Registrations*

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
CASH & CARRY SMART FOODSERVICE	3121923	July 25, 2006
CASH & CARRY SMART FOODSERVICE	5290846	September 19, 2017
CASH & CARRY SMART FOODSERVICE (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.