

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM574470

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT SUPPLEMENT (ABL)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
99 CENTS ONLY STORES LLC		04/24/2020	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	ROYAL BANK OF CANADA		
Street Address:	20 King Street West, 4th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5H 1C4		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87479460	THE 99	
Serial Number:	88457609	99	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2123186532		
Email:	alanagramer@paulhastings.com		
Correspondent Name:	ALANA GRAMER		
Address Line 1:	C/O PAUL HASTINGS LLP		
Address Line 2:	200 Park Avenue		
Address Line 4:	NEW YORK, NEW YORK 10166		
NAME OF SUBMITTER:	Alana Gramer		
SIGNATURE:	/s/ AG		
DATE SIGNED:	05/01/2020		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT SUPPLEMENT (ABL)

This Trademark Security Agreement Supplement (the “Trademark Security Agreement Supplement”), dated as of April 24, 2020 among 99 CENTS ONLY STORES LLC (the “Grantor”) and ROYAL BANK OF CANADA (“Royal Bank”), in its capacity as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

This Trademark Security Agreement Supplement supplements that certain Trademark Security Agreement, dated January 13, 2012 (the “Trademark Security Agreement”), among the Grantors party thereto in favor of the Collateral Agent, entered into in connection with the Credit Agreement and Security Agreement referred to below.

WHEREAS, the Grantor entered into a Security Agreement, January 12, 2012 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”), in favor of the Collateral Agent pursuant to that certain Credit Agreement, dated as of January 13, 2012 (as amended by Amendment No. 1 to the ABL Credit Agreement, dated as of April 4, 2012, Amendment No. 2 to the ABL Credit Agreement, dated as of October 8, 2013, Amendment No. 3 to the ABL Credit Agreement, dated as of August 24, 2015, Amendment No. 4 to the ABL Credit Agreement, dated as of April 8, 2016, as amended by Amendment No. 5 to the ABL Credit Agreement, dated as of September 6, 2017, Amendment No. 6 to the ABL Credit Agreement dated as of November 7, 2017, Amendment No. 7 to the ABL Credit Agreement dated as of October 1, 2018 and Extension Agreement and Amendment No. 8 to Credit Agreement dated as of June 1, 2019, and as may be further amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among 99 CENTS ONLY STORES LLC, as Borrower, NUMBER HOLDINGS, INC., as Holdings, the other Loan Parties party thereto, ROYAL BANK, as Administrative Agent and as Collateral Agent, TPG SPECIALTY LENDING, INC., as FILO Agent for the FILO Lenders (as therein defined) and the other Lenders (as defined therein);

WHEREAS, pursuant to the Security Agreement, the Grantor thereunder granted to the Collateral Agent for the benefit of the Secured Parties, a continuing security interest in all of such Grantor’s right, title and interest in, to and under Trademarks (as defined therein) to secure the payment, performance and observance in full of the Secured Obligations;

WHEREAS, pursuant to the Security Agreement, the Grantor entered into the Trademark Security Agreement in favor of the Collateral Agent;

WHEREAS, the Trademark Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on January 17, 2012, at Reel 4699, Frame 0479; and as updated on October 30, 2013 at Reel 5142, Frame 0362 and on November 20, 2015 at Reel 5676, Frame 0077;

WHEREAS, subsequent to the execution date of the Trademark Security Agreement, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, new Trademarks including, but not limited to, those listed on Schedule A attached hereto, which Trademarks are registered or applied for in the United States Patent and Trademark Office (the “New Trademarks”); and

WHEREAS, the Grantor and the Collateral Agent desire to supplement the Trademark Security Agreement to include the New Trademarks as “Trademarks” thereunder (the “New Trademarks”);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Terms. Terms defined in the Credit Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement and Security Agreement, as applicable.

SECTION 2. Grant of Security. The Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties a continuing security interest in all of the Grantor's right, title and interest in, to and under the New Trademarks, including but not limited to, the New Trademarks set forth on Schedule A attached hereto.

SECTION 3. Security for Obligations. The grant of a security interest in the New Trademarks by the Grantor under this Trademark Security Agreement Supplement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement Supplement.

SECTION 5. Execution in Counterparts. This Trademark Security Agreement Supplement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery by facsimile or by electronic .pdf copy of an executed counterpart of a signature page to this Trademark Security Agreement Supplement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement Supplement. This Trademark Security Agreement Supplement shall be construed as a separate agreement with respect to the Grantor.

SECTION 6. Security Agreement. This Trademark Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement Supplement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

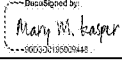
SECTION 7. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SUPPLEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 8. Termination. This Trademark Security Agreement Supplement shall terminate automatically upon the Discharge of Secured Obligations.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement Supplement as of the date first above written.

99 CENTS ONLY STORES LLC,
the Grantor

By:  _____
Name: Mary M. Kasper
Title: Chief Legal Officer, General Counsel & Secretary

ROYAL BANK OF CANADA,
as Collateral Agent

By:  _____
Name: Susan Khokher
Title: Manager, Agency

SCHEDULE A

U.S. TRADEMARKS

OWNER	MARK	APP. NO./ FILING DATE	REG. NO./ REG. DATE	CLASS/GOODS	STATUS	KMOB CASE NO.
99 Cents Only Stores LLC	THE 99	No: 87479460 Date: June 7, 2017		35: Retail department store services; Retail discount store services in the field of general consumers merchandise	Pending	446T
99 Cents Only Stores LLC	99	No: 88457609 Date: June 3, 2019	No: 5937461 Date: December 17, 2019	35: Retail discount store services in the field of general consumers merchandise	Registered	460T