

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM580623

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|---|---|-----------------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Bi-Mart Corporation | | 06/10/2020 | Corporation: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | Bank of America, N.A. | | |
| Street Address: | 100 N Tryon St | | |
| City: | Charlotte | | |
| State/Country: | NORTH CAROLINA | | |
| Postal Code: | 28255 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5948804 | OWNER'S CHOICE | |
| 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: | 360-619-7028 | | |
| Email: | trademark@millernash.com | | |
| Correspondent Name: | Julie L. Reed - Miller Nash Graham and D | | |
| Address Line 1: | 500 Broadway Street | | |
| Address Line 2: | Suite 400 | | |
| Address Line 4: | Vancouver, WASHINGTON 98660 | | |
| NAME OF SUBMITTER: | Julie L. Reed | | |
| SIGNATURE: | /Julie L. Reed/ | | |
| DATE SIGNED: | 06/10/2020 | | |
| Total Attachments: 5 | | | |
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| source=BofA^Bi-Mart^Supplemental Trademark Security Agreement, 4827-0643-0143 v.1#page2.tif | | | |
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SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

This SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (this “Supplement”) is made this 10th day of June, 2020, by Bi-Mart Corporation, a California corporation (“Grantor”), in favor of **BANK OF AMERICA, N.A.**, in its capacity as Agent for the Lender Group and the Bank Product Providers (together with its successors, “Agent”).

RECITALS:

A. Pursuant to that certain Credit Agreement dated October 22, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “Original Credit Agreement”) among Grantor, the lenders party thereto as “Lenders” (“Lenders”) and Agent, the Lender Group made certain financial accommodations available to Borrower pursuant to the terms and conditions thereof;

B. In accordance with the terms of the Credit Agreement, Grantor executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, a Trademark Security Agreement dated October 22, 2015 (as supplemented by this Supplement, and as the same may be further modified, amended, supplemented or restated, the “Trademark Security Agreement”); and

C. Grantor, Agent and Lenders are restating the terms of the Original Credit Agreement pursuant to an Amended and Restated Credit Agreement dated the date hereof (as the same may be further amended, modified, or restated, the “Credit Agreement”), and pursuant to the terms of the Credit Agreement, Grantor is required to execute and deliver this Supplement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **Defined Terms.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. **Grant of Security Interest in Trademark Collateral.** The grant of security interest made by Grantor pursuant to the Trademark Security Agreement is hereby supplemented to include a continuing first priority security interest in all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Supplemental Trademark Collateral”):

- (a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule 1 hereto;
- (b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;
- (c) all reissues, continuations or extensions of the foregoing;
- (d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

- (e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. Security for Obligations. The Trademark Security Agreement and the Security Interest created thereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, the Trademark Security Agreement secures the payment of all amounts that constitute part of the Obligations and would be owed by Grantor to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. Security Agreement. The security interests granted pursuant to the Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


5. Authorization to Supplement. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to the Trademark Security Agreement without the necessity of a supplement to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule 1.

6. Counterparts. This Supplement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Supplement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[signature page(s) follow]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BI-MART CORPORATION

By: 

Richard Truett
President and Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A.,
as Agent and Lender

By: 

Brett German
Senior Vice President

SCHEDULE 1
to
Trademark Security Agreement

| Mark | Country | Reg. No. | Reg. Date |
|-----------------------|---------------|----------|-------------------|
| OWNER'S CHOICE | United States | 5948804 | December 31, 2019 |