

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM580688

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Security Interest in Trademark Collateral		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ACF Finco I LP, as Retiring Agent		06/09/2020	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Whitehorse Capital Management, LLC, as Successor Agent		
Street Address:	1450 Brickell Avenue		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33131		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1838164	KINGS	
Registration Number:	1874010	KINGS	
Registration Number:	2529053	KINGSLY	
Registration Number:	1897848	SIGNATURE CLUB	
Registration Number:	4326832	K I N G S	
Registration Number:	4213851	WHERE INSPIRATION STRIKES	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	312/876-7628		
Email:	linda.kastner@lw.com		
Correspondent Name:	Linda R. Kastner, c/o Latham & Watkins		
Address Line 1:	330 N. Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
NAME OF SUBMITTER:	Linda Kastner		
SIGNATURE:	/lk/		
DATE SIGNED:	06/10/2020		

OP \$165.00 1838164

Total Attachments: 5

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ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL

ASSIGNMENT OF SECURITY INTEREST IN COLLATERAL (this "Assignment") dated as of June 9, 2020, from ACF FINCO I LP, as the collateral agent for the Secured Parties (in such capacity, the "Retiring Agent"), to WHITEHORSE CAPITAL MANAGEMENT, LLC, as the successor collateral agent for the Secured Parties (together with its successors and assigns, the "Successor Agent"), with an address of 1450 Brickell Avenue, 31st Floor, Miami, Florida 33131.

W I T N E S S E T H

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of August 10, 2016, between Kings Super Markets, Inc. (the "Grantor") in favor of the Retiring Agent, recorded with the United States Patent and Trademark Office on August 10, 2016 at Reel 5852, Frame 0654 (the "Trademark Security Agreement"), the Grantor granted a security interest to the Retiring Agent for the ratable benefit of the Secured Parties in the following (the "Collateral"):

(i) any and all of the Grantor's trademarks listed on Schedule A hereto; (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements, dilutions or other violations thereof, (iv) the right to sue for past, present and future infringements, dilution or other violations thereof, (v) the goodwill of the Grantor's business symbolized by the foregoing and connected therewith and (vi) all of the Grantor's rights corresponding to the foregoing throughout the world; provided, however, that the foregoing grant of security interest would not cover any intent-to-use United States trademark application for which an amendment to allege use or statement of use had not been filed or, if filed, had not been deemed in conformance with 15 U.S.C. §1051(a) or examined and accepted by the United States Patent and Trademark Office.

For the avoidance of doubt, the term "Collateral" includes, without limitation, those items listed on Schedule A hereto.

WHEREAS, the Retiring Agent has assigned all of its rights, powers, and privileges as Collateral Agent under the Trademark Security Agreement to the Successor Agent; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Assignment, the Retiring Agent hereby acknowledges and agrees as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Assignment, have the meanings provided or provided by reference in the Trademark Security Agreement.
2. Assignment of Security Interest. The Retiring Agent hereby assigns all of its rights, powers, and privileges under the Trademark Security Agreement, including those with respect to the Collateral, to the Successor Agent.

3. Further Assurances. The Retiring Agent hereby agrees to duly execute, acknowledge, procure, and deliver any further documents and to do such other acts as may be reasonably necessary to effect this Assignment.

4. Recordation. The Retiring Agent authorizes and requests that the Commissioner for Trademarks and any other applicable government officer or relevant governmental authority record this Assignment.

5. Execution in Counterparts. This Assignment 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.


6. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Page Follows]

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

RETIRING AGENT:

ACF FINCO I LP

By: 
Name: *Orel Sadeppok*
Title: *Authorized Signer*

[Signature Page to Assignment of Security Interest in Trademark Collateral (Kings Super Markets, Inc.)]

Accepted and Agreed:

SUCCESSOR AGENT:

WHITEHORSE CAPITAL MANAGEMENT, LLC

By: 

Name: Richard Siegel

Title: Authorized Signatory

SCHEDULE A

TRADEMARKS

Trademark	Filing Date	Appl. No.	Reg. Date	Reg. No.	Owner
KINGS	06/11/1992	74283936	05/31/1994	1838164	Kings Super Markets, Inc.
KINGS	06/15/1992	74284370	01/17/1995	1874010	Kings Super Markets, Inc.
KINGSLY	01/07/2000	75889764	01/15/2002	2529053	Kings Super Markets, Inc.
SIGNATURE CLUB	11/17/1993	74458981	06/06/1995	1897848	Kings Super Markets, Inc.
K, N, G and S (stylized design)	02/24/2012	85552373	04/30/2013	4326832	Kings Super Markets, Inc.
WHERE INSPIRATION STRIKES	02/22/2012	85549945	09/25/2012	4213851	Kings Super Markets, Inc.