

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM583201

<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>
ZALLIE SUPERMARKETS, INC.		06/26/2020	Corporation: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Truist Bank		
<b>Street Address:</b>	303 Peachtree Street NE		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30308		
<b>Entity Type:</b>	Bank: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2321426	WHERE QUALITY COMES FIRST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	trademarks@agg.com		
<b>Correspondent Name:</b>	Anuj Desai   Arnall Golden Gregory LLP		
<b>Address Line 1:</b>	171 17th St NW		
<b>Address Line 2:</b>	Suite 2100		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30363		
<b>ATTORNEY DOCKET NUMBER:</b>	14686.298		
<b>NAME OF SUBMITTER:</b>	Anuj Desai		
<b>SIGNATURE:</b>	/Anuj Desai/		
<b>DATE SIGNED:</b>	06/26/2020		
<b>Total Attachments: 5</b>			
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## **Trademark Security Agreement**

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 26, 2020, is made by the entity identified on the signature page hereto as the Grantor (the "Grantor"), in favor of Truist Bank, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties and for the banks and other financial institutions (the "Lenders") from time to time parties to the Revolving Credit and Term Loan Agreement, dated as of June 26, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Borrowers party thereto, the lenders from time to time parties thereto and the Administrative Agent.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of Borrowers; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to Borrowers thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the "Trademark Collateral"):

- (i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

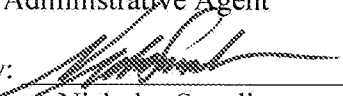
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New Jersey.

[SIGNATURE PAGES FOLLOW]



ACCEPTED AND AGREED  
as of the date first above written:

**TRUIST BANK,**  
as Administrative Agent

By:   
Name: Nicholas Scardino  
Title: Vice President

Address for Notices

Truist Bank  
614 Union Road, Building B  
Vineland, NJ 08360  
Attention: Zallie-Somerset, Inc. Portfolio Manager  
Telecopy Number: (856) 690-1326

*[Signature page to Trademark Security Agreement]*

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**TRADEMARK**  
**REEL: 006980 FRAME: 0127**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<u>Applicant / Assignee</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Registration Date/No.</u>	<u>Renewal Date</u>	<u>Country</u>
ZALLIE SUPERMARKETS, INC.	"WHERE QUALITY COMES FIRST"	75642719	February 22, 2000 2321426	April 6, 2019	United States

2. TRADEMARK APPLICATIONS

None.

3. TRADEMARK LICENSES

None.