

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM615985

<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>
Tops Operations, LLC		12/22/2020	Limited Liability Company: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	First Horizon Bank		
<b>Street Address:</b>	165 MADISON AVENUE		
<b>City:</b>	MEMPHIS		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	38103		
<b>Entity Type:</b>	Corporation: TENNESSEE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6197994	TOPS BAR-B-Q	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6023826070		
<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>	602-382-6000		
<b>Email:</b>	sschahn@swlaw.com		
<b>Correspondent Name:</b>	Snell & Wilmer L.L.P.		
<b>Address Line 1:</b>	400 E. Van Buren St.		
<b>Address Line 4:</b>	Phoenix, ARIZONA 85004-2202		
<b>ATTORNEY DOCKET NUMBER:</b>	71982.00036		
<b>NAME OF SUBMITTER:</b>	Scott A. Schahn		
<b>SIGNATURE:</b>	/Scott A. Schahn/		
<b>DATE SIGNED:</b>	12/22/2020		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of December 22, 2020 (this "Agreement"), among each of the signatories hereto (collectively, the "Grantors") and FIRST HORIZON BANK ("Lender").

Reference is made to (a) the Loan Agreement dated as of April 1, 2019 (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), between TOPS OPERATIONS, LLC, a Tennessee limited liability company ("Borrower"), and Lender (successor to First Tennessee Bank National Association) and (b) the Collateral Agreement dated as of April 1, 2019 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Borrower, EATERY VENTURE FUND, LLC, a Tennessee limited liability company ("EVF"), and JMS/ENH, LLC, a Tennessee limited liability company ("JMS/ENH" and together with EVF, individually, collectively, jointly, severally and jointly and severally, "Holdco"), the other grantors party thereto and Lender. Lender has agreed to extend credit to Borrower subject to the terms and conditions set forth in the Loan Agreement. Each Grantor is an Affiliate of Borrower and is willing to execute and deliver this Agreement in order to induce Lender to make the Credit Facilities. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Loan Agreement, as applicable. The rules of construction specified in Section 1.1(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to Lender, its successors and assigns, a security interest (the "Security Interest") in all of each such Grantor's right, title and interest in, to and under the Trademarks now owned or at any time hereafter acquired by such Grantor (including all goodwill associated therewith), including those listed on Schedule I (the "Trademark Collateral").

SECTION 3. Collateral Agreement. The Security Interest granted to Lender herein is granted in furtherance, and not in limitation, of the security interests granted to Lender pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon the full performance of the Secured Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall terminate and Lender shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

TOPS OPERATIONS, LLC, a Tennessee limited liability company

By:   
Matthew B. Salisbury  
Chief Executive Officer

Signature Page to Trademark Security Agreement

4813-8838-7471

**TRADEMARK**  
**REEL: 007142 FRAME: 0589**

FIRST HORIZON BANK

By: E. J. A.  
Name: Erik Toff  
Title: Senior Vice President

Schedule 1

TRADEMARK COLLATERAL

<b>Trademark or other IP</b>	<b>Application No. / Filing Date</b>	<b>Registration No. / Registration Date</b>	<b>Owner</b>	<b>Status</b>
TOPS BAR-B-Q	88433687 05/16/2019	6197994 11/17/2020	Tops Operations, LLC	Registered

Schedule 1

4813-8838-7471

**RECORDED: 12/22/2020**

**TRADEMARK  
REEL: 007142 FRAME: 0591**