

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM616058

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
99 Cents Only Stores LLC		12/22/2020	Limited Liability Company: CALIFORNIA
Number Holdings, Inc.		12/22/2020	Corporation: DELAWARE
99 Cents Only Stores Texas, Inc.		12/22/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WILMINGTON TRUST, NATIONAL ASSOCIATION		
<b>Street Address:</b>	50 South Sixth Street, Suite 1290		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 47</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	5937461	99	
Registration Number:	2761939	99 THANKS	
Registration Number:	1959640	99¢	
Registration Number:	1747549	99¢ ONLY	
Registration Number:	1455937	99 ¢ ONLY STORES	
Registration Number:	1947809	99¢ ONLY STORES	
Registration Number:	1741928	99¢ ONLY STORES	
Registration Number:	2401900	99¢ ONLY STORES	
Registration Number:	4686800	99¢ ONLY STORES	
Registration Number:	4829694	99¢ ONLY STORES	
Registration Number:	4864742	BARGAIN WHOLESALE	
Registration Number:	5530532	CAFÉ CORDOVA	
Registration Number:	5073827	CAMILA'S	
Registration Number:	4792152	CHOCO COCO	
Registration Number:	4792153	CHOCO DUO	
Registration Number:	4792155	CHOCO NOUGAT	

OP \$1190.00 5937461

Property Type	Number	Word Mark
Registration Number:	4792154	CHOCO NUT
Registration Number:	5272508	#DOTHE99
Registration Number:	5267388	DO THE 99
Registration Number:	1712553	DRIVER CARRIES 99¢ ONLY
Registration Number:	4334405	FOIL-MATE
Registration Number:	4733395	FRUITEE GUMMEE
Registration Number:	5661689	GARDENEASE
Registration Number:	4452329	GRAYDON HALL
Registration Number:	5680817	GRILL WISE
Registration Number:	1402758	HALSA
Registration Number:	1466110	HÄLSA
Registration Number:	2327596	HALSA
Registration Number:	3024650	HÄLSA
Registration Number:	5110236	HAPPY PARTY
Registration Number:	4242325	HOME STORAGE PLUS
Registration Number:	4668252	IT'S GOTTA GO!
Registration Number:	1758968	LOW PRICES ARE BORN HERE AND RAISED ELSE
Registration Number:	5661688	MCKINNEY AND SCHMIDT
Registration Number:	5243056	NATURE GROVE
Registration Number:	4394039	OFFICE PRO
Registration Number:	1724475	OPEN 9 DAYS A WEEK 9 AM - 9 PM
Registration Number:	4472672	PET INC.
Registration Number:	5195816	POWER PLUS
Registration Number:	699150	RINSO
Registration Number:	124114	RINSO
Registration Number:	4526363	SANTA PAULA
Registration Number:	3757400	SAVE MORE SHOP US FIRST!
Registration Number:	5423709	STUDIO ART
Registration Number:	6064580	THE 99
Serial Number:	90257973	THE 99 STORE
Registration Number:	5075267	TOWNSEND

#### CORRESPONDENCE DATA

Fax Number:

*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.*

Phone: 212-318-6000

Email: alanagramer@paulhastings.com

Correspondent Name: Alana Gramer

Address Line 1: 200 Park Avenue

**TRADEMARK**

REEL: 007191 FRAME: 0071

<b>Address Line 2:</b>	Paul Hastings LLP
<b>Address Line 4:</b>	New York, NEW YORK 10166

<b>ATTORNEY DOCKET NUMBER:</b>	1306790
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<b>NAME OF SUBMITTER:</b>	Alana Gramer
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<b>SIGNATURE:</b>	/Alana Gramer/
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<b>DATE SIGNED:</b>	12/22/2020
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**Total Attachments: 10**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) dated December 22, 2020, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of Wilmington Trust, National Association, as Notes Collateral Agent for the Notes Secured Parties (as defined in the Indenture referred to below).

Reference is made to (i) that certain Indenture, dated as of December 22, 2020 (the “Base Indenture”), among 99 Escrow Issuer, Inc., a Delaware corporation, as the Escrow Issuer, and WILMINGTON TRUST, NATIONAL ASSOCIATION, as Trustee (in such capacity, the “Trustee”) and as Notes Collateral Agent (in such capacity, the “Notes Collateral Agent”), as supplemented by that certain First Supplemental Indenture (together with the Base Indenture, the “Indenture”) among 99 CENTS ONLY STORES, LLC a California limited liability company (the “Company”), NUMBER HOLDINGS, INC., a Delaware corporation (“Holdings”), the Subsidiary Guarantors party thereto (together with Holdings, the “Guarantors”; the Guarantors together the Company, the “Grantors”), the Trustee and the Notes Collateral Agent, and (ii) the 7.500% Senior Secured Notes due 2026 (the “Notes”) issued pursuant to the Indenture.

Whereas, each Grantor has executed and delivered that certain Security Agreement dated December 22, 2020, made by the Grantors to the Notes Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

Whereas, under the terms of the Security Agreement, the Grantors have granted to the Notes Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and other governmental authorities.

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

SECTION 1. Terms. Capitalized terms used in this Trademark Security Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Indenture, as applicable.

SECTION 2. Grant of Security. Each Grantor hereby grants to the Notes Collateral Agent, its successors and assigns, for the benefit of the Notes Secured Parties a continuing security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks, including the Trademarks set forth on Schedule A attached hereto.

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

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

SECTION 5. Execution in Counterparts. This Trademark Security Agreement 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 telecopier or by electronic .pdf copy of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall be construed as a separate agreement with respect to each Grantor.

SECTION 6. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Notes 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 is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

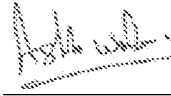
SECTION 7. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND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

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

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

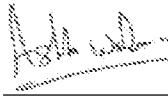
**99 CENTS ONLY STORES LLC**, as a Grantor

By: 

Name: Ashok Walia

Title: Chief Financial Officer

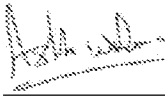
**NUMBER HOLDINGS, INC.,** as a Grantor

By: 

Name: Ashok Walia

Title: Chief Financial Officer

**99 CENTS ONLY STORES TEXAS, INC.**, as a  
Grantor

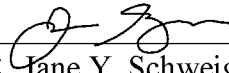
By: 

Name: Ashok Walia

Title: Chief Financial Officer



**WILMINGTON TRUST, NATIONAL  
ASSOCIATION, as Notes Collateral Agent**

By:   
Name: Jane Y. Schweiger  
Title: Vice President

# SCHEDULE A

MARK	APP. NO./ FILING DATE	REG. NO./ REG. DATE	OWNER
99	88/457609 06/06/19	5937461 12/17/19	99 Cents Only Stores LLC
99 THANKS	78/180041 10/30/02	2761939 09/09/03	99 Cents Only Stores LLC
99¢	74/515600 04/20/94	1959640 03/05/96	99 Cents Only Stores LLC
99¢ ONLY	74/228334 12/09/91	1747549 01/19/93	99 Cents Only Stores LLC
99¢ ONLY STORES	73/610519 07/21/86	1455937 09/01/87	99 Cents Only Stores LLC
99¢ ONLY STORES	74/228333 12/09/91	1947809 01/16/96	99 Cents Only Stores LLC
	74/228332 12/09/91	1741928 12/22/92	99 Cents Only Stores LLC
	75/818541 10/07/99	2401900 11/07/00	99 Cents Only Stores LLC
	86/117086 11/12/13	4686800 02/17/15	99¢ Only Stores LLC
	86/117090 11/12/13	4829694 10/13/15	99¢ Only Stores LLC
BARGAIN WHOLESALE	86/123407 11/19/13	4864742 12/01/15	99 Cents Only Stores LLC
Café CORDOVA	86/483176 12/17/14	5530532 07/31/18	99 Cents Only Stores LLC
CAMILA'S	86/445986 11/05/14	5073827 11/01/16	99 Cents Only Stores LLC

MARK	APP. NO/ FILING DATE	REG. NO/ REG. DATE	OWNER
CHOCO COCO	86/202817 02/24/14	4792152 08/11/15	99 Cents Only Stores LLC
CHOCO DUO	86/202818 02/24/14	4792153 08/11/15	99 Cents Only Stores LLC
CHOCO NOUGAT	86/202822 02/24/14	4792155 08/11/15	99 Cents Only Stores LLC
CHOCO NUT	86/202821 02/24/14	4792154 08/11/15	99 Cents Only Stores LLC
#DOTHE99	87/080660 06/22/16	5272508 08/22/17	99 Cents Only Stores LLC
DO THE 99	87/080652 06/22/16	5267388 08/15/17	99 Cents Only Stores LLC
DRIVER CARRIES 99¢ ONLY	74/228336 12/09/91	1712553 09/01/92	99 Cents Only Stores LLC
FOIL-MATE	85/730867 09/17/12	4334405 05/14/13	99 Cents Only Stores
FRUITEE GUMMEE	86/162985 01/10/14	4 733395 05/05/15	99 Cents Only Stores LLC
GARDENEASE	86/445946 11/05/14	5661689 01/22/19	99 Cents Only Stores LLC
GRAYDON HALL	85/730864 09/17/12	4452329 12/17/13	99 Cents Only Stores LLC
GRILL WISE	86/445960 11/05/14	5680817 02/19/19	99 Cents Only Stores LLC
<b>HÄLSA</b>	73/568577 11/14/85	1402758 07/29/86	99 Cents Only Stores LLC
<b>HÄLSA</b>	73/650528 03/20/87	1466110 11/24/87	99 Cents Only Stores LLC
<b>Hälsa</b>	75/345762 08/25/97	2327596 03/14/00	99 Cents Only Stores LLC
<b>HALSA</b>	78/394291 03/31/04	3024650 12/06/05	99 Cents Only Stores LLC
HAPPY PARTY	86/357844 08/05/14	5110236 12/27/16	99 Cents Only Stores LLC

MARK	APP. NO/ FILING DATE	REG. NO/ REG. DATE	OWNER
HOME STORAGE PLUS	77/855434 10/22/09	4242325 11/13/12	99 Cents Only Stores LLC
IT'S GOTTA GO!	85/955570 06/10/13	4668252 01/06/15	99 Cents Only Stores LLC
LOW PRICES ARE BORN HERE AND RAISED ELSEWHERE	74/286464 06/19/92	1758968 03/16/93	99 Cents Only Stores LLC
MCKINNEY AND SCHMIDT	86/445922 11/05/14	5661688 01/22/19	99 Cents Only Stores LLC
NATURE GROVE	87/202147 10/13/16	5243056 07/11/17	99 Cents Only Stores LLC
OFFICE PRO	85/808652 12/21/12	4394039 08/27/13	99 Cents Only Stores LLC
OPEN 9 DAYS A WEEK 9 AM - 9 PM	74/230491 12/16/91	1724475 10/13/92	99 Cents Only Stores LLC
PET INC.	85/662152 06/26/12	4472672 01/21/14	99 Cents Only Stores LLC
POWER PLUS	85/662165 06/26/12	5195816 05/02/17	99 Cents Only Stores LLC
RINSO	72/082835 10/07/59	699150 06/07/60	99 Cents Only Stores LLC
	71/106863 10/19/1917	124114 01/14/1919	99 Cents Only Stores LLC
SANTA PAULA	85/662139 06/26/12	4526363 05/06/14	99 Cents Only Stores LLC
SAVE MORE SHOP US FIRST!	77/791159 07/28/09	3757400 03/09/10	99 Cents Only Stores LLC
STUDIO ART	86/483185 12/17/14	5423709 03/13/18	99 Cents Only Stores LLC
THE 99	87/479460 06/07/17	6064580 05/26/20	99 Cents Only Stores LLC
THE 99 STORE	90/257973 10/15/20	—	90/257973
TOWNSEND	86/527649 02/06/15	5075267 11/01/16	99 Cents Only Stores LLC
YOU DON'T HAVE TO BE WEALTHY TO EAT HEALTHY	85/955582 06/10/13	4614677 09/30/14	99 Cents Only Stores LLC

