

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM636306

<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>
Riesbeck Food Markets, Inc.		04/01/2021	Corporation: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Citizens Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	28 State Street		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02109		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4662239	RIESBECK'S	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6173417701		
<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>	617-951-8132		
<b>Email:</b>	linda.salera@morganlewis.com		
<b>Correspondent Name:</b>	Linda A. Salera, Senior Paralegal		
<b>Address Line 1:</b>	One Federal Street		
<b>Address Line 2:</b>	c/o Morgan, Lewis & Bockius LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>NAME OF SUBMITTER:</b>	Linda A. Salera		
<b>SIGNATURE:</b>	/Linda A. Salera/		
<b>DATE SIGNED:</b>	04/01/2021		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of April 1, 2021 (“Trademark Security Agreement”), made by RIESBECK FOOD MARKETS, INC., an Ohio corporation, (“Grantor”), is in favor of Citizens Bank, N.A., as administrative agent (in such capacity, the “Administrative Agent”) for the Secured Parties.

### W I T N E S S E T H:

WHEREAS, Grantor is party to the Amended and Restated Security Agreement dated as of April 1, 2021 (the “Security Agreement”) in favor of the Administrative Agent, pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement); and

WHEREAS, pursuant to the terms of the Security Agreement, Grantor has created in favor of the Administrative Agent a security interest in the Trademark Collateral (as defined below).

NOW, THEREFORE, in consideration of the premises and as a condition of the Administrative Agent and the Lenders entering into the Credit Agreement, Grantor hereby agrees with the Administrative Agent, for the benefit of the Secured Parties, as follows:

Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Grantor’s right, title and interest in, to and under United States registered and applied-for Trademarks now owned or at any time hereafter acquired by Grantor, including, without limitation, each United States Trademark registration or application set forth on Schedule I hereto (collectively, the “Trademark Collateral”), as collateral security for the complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations. Notwithstanding anything in the foregoing, no security interest is granted hereunder with respect to intent-to-use trademark applications filed pursuant to Section 1(b) of the Lanham Act, prior to the filing and acceptance of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act with respect thereto. For the avoidance of doubt, the foregoing grant is merely a grant of a security interest and shall not be deemed an assignment.

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. 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 govern.

The term of this Trademark Security Agreement shall be co-terminus with the Security Agreement.

Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

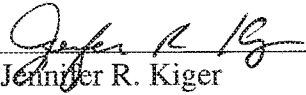
**THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE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

This Trademark Security Agreement may be executed in one or more counterparts (and by different parties hereto in 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 counterpart of a signature page of this Trademark Security Agreement by facsimile or other electronic imaging means (e.g., "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

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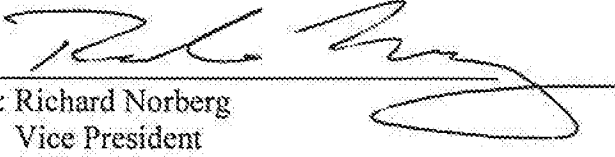
IN WITNESS WHEREOF, Grantor has caused this TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

RIESBECK FOOD MARKETS, INC.

By:   
Name: Jennifer R. Kiger  
Title: Secretary and Treasurer

Accepted and Agreed:


CITIZENS BANK, N.A. (as successor by merger to  
Citizens Bank of Pennsylvania), as Administrative Agent

By:   
Name: Richard Norberg  
Title: Vice President

**TRADEMARKS**

Trademark Registrations and Applications

Schedule I

OWNER/REGISTRANT	TRADEMARK	APPLICATION NO.	FILING DATE	REGISTRATION NO.	REGISTRATION DATE
Riesbeck Food Markets, Inc.		86171312	21-JAN-2014	4662239	30-DEC-2014

**TRADEMARK**

**REEL: 007242 FRAME: 0158**

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**RECORDED: 04/01/2021**