

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM662636

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Suisse AG	FORMERLY Credit Suisse	07/26/2021	Corporation: CAYMAN ISLANDS
RECEIVING PARTY DATA			
Name:	Smart & Final Stores LLC		
Street Address:	600 Citadel Drive		
City:	Commerce		
State/Country:	CALIFORNIA		
Postal Code:	90040		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Registration Number:	2597177	MONTECITO	
Registration Number:	2840101	PRO PRIDE	
Registration Number:	2840102	PRO PRIDE	
Registration Number:	2840103	PRO PRIDE	
Registration Number:	2838632	PRO VALUE	
Registration Number:	2834510	PRO VALUE	
Registration Number:	2668095	RUSHING WATERS	
Registration Number:	2908397	SEQUANA	
Registration Number:	1260298	SMART & FINAL	
Registration Number:	2180065	SMART & FINAL	
Registration Number:	2128362	SMART & FINAL	
Registration Number:	2070012	SMART & FINAL	
Registration Number:	2130164	SMART & FINAL	
Registration Number:	2180066	SMART & FINAL	
Registration Number:	2130003	SMART & FINAL	
Registration Number:	2199487	SMART&FINAL	
Registration Number:	2130002	SMART & FINAL	
Registration Number:	2187207	SMART & FINAL	
Registration Number:	2232366	SMART & FINAL	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	2069962	SMART & FINAL
Registration Number:	1797359	SMART & FINAL
Registration Number:	1797358	SMART & FINAL
Registration Number:	2927915	SMART & FINAL CHEF'S REVIEW
Registration Number:	2927914	SMART & FINAL CHEF'S REVIEW
Registration Number:	2943744	SMART & FINAL. CHEF'S REVIEW
Registration Number:	2927878	SMART & FINAL. CHEF'S REVIEW
Registration Number:	2927877	SMART & FINAL. CHEF'S REVIEW
Registration Number:	2954882	CHEF'S REVIEW SMART & FINAL.

CORRESPONDENCE DATA

Fax Number: 2027393001

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: 2027393000

Email: jennifer.evans@morganlewis.com

Correspondent Name: Morgan, Lewis & Bockius LLP

Address Line 1: 1111 Pennsylvania Avenue, NW

Address Line 4: Washington, D.C. 20004

ATTORNEY DOCKET NUMBER:	034664-1422
NAME OF SUBMITTER:	Jennifer C. Evans
SIGNATURE:	/JCE/
DATE SIGNED:	07/26/2021

Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (“**Release**”), dated as of July 26, 2021, is made by CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as administrative agent and collateral agent (in such capacities, the “**Collateral Agent**”).

WHEREAS, SMART & FINAL STORES LLC, a California limited liability company (the “**Grantor**”) granted a security interest in and a lien upon certain trademarks and related rights to Collateral Agent, as set forth in that certain First Lien Term Loan Trademark Security Agreement dated as of May 31, 2007, including any supplements prior to the date hereof (the “**First Lien Trademark Security Agreement**”), which was recorded in the United States Patent and Trademark Office on June 28, 2007 at Reel 3570, Frame 0451 (the “**Security Interest**”);

WHEREAS, the indebtedness secured by the Security Interest has been paid in full, and the Grantor has requested that the Collateral Agent terminate and release the Security Interest, and re-assign to the Grantor all of the Collateral Agent’s interest in and to all such trademarks, including those identified in Schedule I annexed hereto and made a part hereof (collectively, the “**Trademarks**”); and

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby:

1. terminates, releases, and discharges without recourse or representation or warranty, express or implied, of any kind, the Security Interest; and re-assigns to the Grantor any and all of the Collateral Agent’s right, title and interest in and to the Trademarks, including any and all goodwill associated with any of the Trademarks;
2. agrees that any power of attorney or similar rights granted by the Grantor with respect to the Trademarks pursuant to or in connection with the First Lien Trademark Security Agreement is terminated; and
3. authorizes and requests that the United States Patent and Trademark Office note and record the existence of the release hereby given.


The Collateral Agent agrees to execute and deliver, at the Grantor’s (or its assignees/successors’) expense, all further documents and/or instruments that may be necessary to carry out the provisions of this Release.

This Release 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 Release by its duly authorized officer as of the date above first written.

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Collateral Agent

By: 

Name: Lingzi Huang

Title: Authorized Signatory

By: *Cassandra Droogan*

Name: Cassandra Droogan

Title: Authorized Signatory

Schedule I

Mark (Reg. No. /Ser. No.)¹	Country	Registered	Filed	Status
MONTECITO (Reg. No. 2,597,177)	United States	07/23/2002	10/05/2000	Renewal due 07/23/2012
PRO PRIDE (Reg. No. 2,840,101)	United States	05/11/2004	10/30/2002	Renewal due 05/11/2014
PRO PRIDE (Reg. No. 2,840,102)	United States	05/11/2004	10/30/2002	Renewal due 05/11/2014
PRO PRIDE (Reg. No. 2,840,103)	United States	05/11/2004	10/30/2002	Renewal due 05/11/2014
PRO VALUE (Reg. No. 2,838,632)	United States	05/04/2004	03/11/2003	Renewal due 05/04/2014
PRO VALUE (Reg. No. 2,834,510)	United States	04/20/2004	03/11/2003	Renewal due 04/20/2014
RUSHING WATERS (Reg. No. 2,668,095)	United States	12/31/2002	03/01/2001	Renewal due 12/31/2012
SEQUANA (Ser. No. 2,908,397)	United States	12/07/2004	06/24/2003	Renewal due 12/07/2014
SMART & FINAL (Reg. No. 1,260,298)	United States	12/06/1983	09/30/1982	Renewal due 12/06/2013
SMART & FINAL (stylized) (Reg. No. 2,180,065)	United States	08/11/1998	01/21/1997	Renewal due 08/11/2008
SMART & FINAL (Stylized) (Reg. No. 2,128,362)	United States	01/13/1998	08/09/1996	Renewal due 01/13/2008
SMART & FINAL (Stylized) (Reg. No. 2,070,012)	United States	06/10/1997	08/26/1996	Renewal due 06/10/2007
SMART & FINAL (Stylized) (Reg. No. 2,130,164)	United States	01/20/1998	11/01/1996	Renewal due 1/20/2008
SMART & FINAL (Stylized) (Reg. No. 2,180,066)	United States	08/11/1998	01/21/1997	Renewal due 08/11/2008
SMART & FINAL (Stylized) (Reg. No. 2,130,003)	United States	01/20/1998	08/09/1996	Renewal due 1/20/2008
SMART & FINAL (Stylized) (Reg. No. 2,199,487)	United States	10/27/1998	04/25/1997	Renewal due 10/27/2008

Mark (Reg. No. /Ser. No.) ¹	Country	Registered	Filed	Status
SMART & FINAL (Stylized) (Reg. No. 2,130,002)	United States	01/20/1998	08/09/1996	Renewal due 01/20/2008
SMART & FINAL (Stylized) (Reg. No. 2,187,207)	United States	09/08/1998	01/21/1997	Renewal due 09/08/2008
SMART & FINAL (Stylized) (Reg. No. 2,232,366)	United States	03/16/1999	05/07/1998	Renewal due 03/16/2009
SMART & FINAL (Stylized) (Reg. No. 2,069,962)	United States	06/10/1997	08/09/1996	Renewal due 06/10/2007
SMART & FINAL (Stylized) (Reg. No. 1,797,359)	United States	10/05/1993	06/30/1992	Renewal due 10/05/2013
SMART & FINAL (Stylized) (Reg. No. 1,797,358)	United States	10/05/1993	06/30/1992	Renewal due 10/05/2013
SMART & FINAL CHEF'S REVIEW (& design) (Reg. No. 2,927,915)	United States	02/22/2005	01/13/2004	Renewal due 02/22/2015
SMART & FINAL CHEF'S REVIEW (& design) (Reg. No. 2,927,914)	United States	02/22/2005	01/13/2004	Renewal due 02/22/2015
SMART & FINAL CHEF'S REVIEW (& design) (Reg. No. 2,943,744)	United States	04/26/2005	11/25/2003	Renewal due 04/26/2015
SMART & FINAL CHEF'S REVIEW (& design) (Reg. No. 2,927,878)	United States	02/22/2005	11/25/2003	Renewal due 02/22/2015
SMART & FINAL CHEF'S REVIEW (& design) (Reg. No. 2,927,877)	United States	02/22/2005	11/25/2003	Renewal due 02/22/2015
SMART & FINAL CHEF'S REVIEW (& design) (Reg. No. 2,954,882)	United States	05/24/2005	11/25/2003	Renewal due 05/24/2015