

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM686894

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cortland Capital Market Services, LLC		11/08/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Tops PT, LLC		
Street Address:	1760 Wehrle Drive		
City:	Williamsville		
State/Country:	NEW YORK		
Postal Code:	14221		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	0981376	BIG BEAR	
Registration Number:	1217929	BIG BEAR	
Registration Number:	2540369	GARDEN FRESH PRODUCE NOW THAT'S FRESH!	
Registration Number:	2588134	GLOUCESTER PIER	
Registration Number:	1577082	P&C	
CORRESPONDENCE DATA			
Fax Number:	6172484000		
<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>			
Phone:	16172485000		
Email:	tadmin@choate.com		
Correspondent Name:	Sara M. Bauer		
Address Line 1:	Two International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2012947-0006		
NAME OF SUBMITTER:	Sara M. Bauer		
SIGNATURE:	/sara bauer/		
DATE SIGNED:	11/09/2021		

OP \$140.00 0981376

Total Attachments: 4

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NOTICE OF RELEASE OF
SECURITY INTEREST IN TRADEMARKS

This NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), effective as of November 8, 2021 is made by Cortland Capital Market Services, LLC, in its capacity as Collateral Agent (referred to herein as the “Agent”), in favor of Tops PT, LLC, a New York limited liability company (the “Company”), pursuant to that certain Guarantee and Security Agreement (First Lien Term Loan), dated as of November 19, 2018 (and as the same may be further amended or modified from time to time, the “Security Agreement”), among the Company, the Agent and other parties thereto.

W I T N E S S E T H:

WHEREAS, in connection with the Security Agreement, the Company executed and delivered the Notice of Security Interests (First Lien) in Trademarks, dated as of November 19, 2018, in favor of the Agent (the “Trademark Security Agreement”);

WHEREAS, pursuant to the Trademark Security Agreement, the Company pledged and granted to the Agent for the benefit of the other Secured Parties a lien on and continuing security interest in all of their intellectual property, including but not limited to the trademarks, service marks and trademark and service mark registrations and applications set forth on Schedule A attached hereto, together with the goodwill of the business symbolized thereby (the “Released Trademarks”); and

WHEREAS, the Agent recorded its security interest in the Released Trademarks with the United States Patent and Trademark Office (the “USPTO”) on November 21, 2018, at Reel/Frame No. 006487/0632.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Agent agrees, for the benefit of the Company, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and Security Agreements, as applicable (it being understood that, in the event of any conflict, such terms shall have the meanings provided or provided by reference in the Security Agreements).

SECTION 2. Release of Security Interest. The Agent does hereby release, relinquish and discharge its lien on and security interest in, and right of setoff against, all of the Company’s right, title and interest in, to and under the Released Trademarks.

SECTION 3. Termination. The Agent, without any recourse, representation or warranty, hereby terminates and cancels the Trademark Security Agreement.

SECTION 4. Further Assurances. The Agent hereby authorizes the Company or the Company’s authorized representative to (i) record this Release with the USPTO and/or (ii) otherwise record or file this Release in the applicable governmental office or agency. The Agent

further agrees to execute and deliver to the Company any and all further documents and instruments, and do any and all further acts which the Company (or their agents or designees) reasonably request (at the Company's sole cost and expense) in order to confirm this Release and the Company's right, title and interest in, to and under the Released Trademarks.


SECTION 5. Choice of Law. This Release shall be governed by, and construed in accordance with, the laws of the state of New York.

SECTION 6. Counterparts. This Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signatures Follow On Next Page.]

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date set forth above.

CORTLAND CAPITAL MARKET SERVICES, LLC,
as Agent

By: 
Name: Matthew Trybula
Title: Associate Counsel

{Signature Page - Notice of Release of Security Interest in Trademark Rights in Favor of Tops PT, LLC}

SCHEDULE A

U.S. Trademark Applications and Registrations

	Mark	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner Name	Status
1.	BIG BEAR 	72420126 31-MAR-1972	0981376 26-MAR-1974	TOPS PT, LLC	Registered
2.	BIG BEAR 	73309693 11-MAY-1981	1217929 23-NOV-1982	TOPS PT, LLC	Registered
3.	GARDEN FRESH PRODUCE NOW THAT'S FRESH! 	76261675 23-MAY-2001	2540369 19-FEB-2002	TOPS PT, LLC	Registered
4.	GLOUCESTER PIER	76267281 05-JUN-2001	2588134 02-JUL-2002	TOPS PT, LLC	Registered
5.	P&C 	73799860 15-MAY-1989	1577082 09-JAN-1990	TOPS PT, LLC	Registered