

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM721259

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Save Mart Supermarkets LLC		03/28/2022	Limited Liability Company: DELAWARE
Lucky Stores LLC		03/28/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Callodine Commercial Finance, LLC		
Street Address:	545 Boylston Street		
Internal Address:	10th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 35			
Property Type	Number	Word Mark	
Registration Number:	2643503	BEYOND THE BEST	
Registration Number:	5377214	CA SOURCED	
Registration Number:	5581879	CLICKCART	
Registration Number:	5814318	CLICKCART FAST, FRESH, SIMPLE	
Registration Number:	5552398	CLICKCART	
Registration Number:	6031077	DEPENDABLE ENOUGH FOR EVERYTHING LIFE TH	
Registration Number:	6109483	DEPENDABLE ENOUGH FOR EVERYTHING LIFE TH	
Registration Number:	5345864	EAT AWESOMELY	
Registration Number:	2680997	EXPRESS YOURSELF	
Registration Number:	5089461	FOOD MAXX	
Registration Number:	5280696	FOODMAXX	
Registration Number:	5802078	GRAB & GO PRO	
Registration Number:	5065185		
Registration Number:	5551067	MARKET ESSENTIALS	
Registration Number:	5443916	MARKET ESSENTIALS	
Registration Number:	5830087	MARKET ESSENTIALS	

OP \$890.00 2643503

Property Type	Number	Word Mark
Registration Number:	3995158	MAXXVALUE FOODS
Registration Number:	5550956	PACIFIC COAST CAFÉ
Registration Number:	4035311	PACIFIC COAST CAFÉ
Registration Number:	4061252	PACIFIC COAST SELECTIONS
Registration Number:	5421751	PEAK SEASON PICKS
Registration Number:	5346406	ROOTS MATTER
Registration Number:	1038302	SAVE MART
Registration Number:	5237766	SAVE MART
Registration Number:	4942371	SAVE SMART
Registration Number:	4220535	SIERRA RANCH
Registration Number:	2007268	SUNNY SELECT
Registration Number:	1997211	SUNNY SELECT
Registration Number:	5279526	THE SAVE MART COMPANIES
Registration Number:	6646916	THE TIPPING POINT
Registration Number:	5120703	VALLEY FRESCO
Registration Number:	6201033	VALLEY PROUD
Registration Number:	6143474	WALL OF VALUE
Registration Number:	4049313	WOODSON & JAMES
Registration Number:	6154806	WOODSON & JAMES

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: 617-248-5000

Email: tmadmin@choate.com

Correspondent Name: Sara M. Bauer

Address Line 1: Two International Place

Address Line 2: Choate Hall & Stewart LLP

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 2011766-0031

NAME OF SUBMITTER: Sara M. Bauer

SIGNATURE: /sara bauer/

DATE SIGNED: 04/14/2022

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 28, 2022, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of CALLODINE COMMERCIAL FINANCE, LLC (“Callodine”), in its capacity as administrative agent for the Credit Parties (as defined in the Credit Agreement defined below) pursuant to the Credit Agreement, as pledgee, assignee and Credit Party (in such capacities and together with any successors in such capacities, the “Agent”).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of March 28, 2022 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by, among others, Save Mart Supermarkets LLC, a California limited liability company, the other Borrowers from time to time party thereto, the Guarantors from time to time party thereto, the lenders from time to time party thereto (the “Lenders”) and the Administrative Agent, the Lenders have agreed to extend credit and make certain other financial accommodations to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to the Security Agreement, dated as of March 28, 2022 in favor of the Administrative Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, all of the Grantors are party to the Security Agreement pursuant to which the Grantors are required to execute and deliver this Intellectual Property Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Credit Parties to enter into the Credit Agreement and to extend credit and provide other financial accommodations to the Borrowers pursuant thereto, each Grantor hereby agrees with the Administrative Agent as follows:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement or Credit Agreement, as applicable.

2. Grant of Security Interest in Intellectual Property. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Credit Parties, and grants to the Administrative Agent for the benefit of the Credit Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor, whether now owned or hereafter acquired or arising (the “Intellectual Property Collateral”):

(a) (i) all of its Copyrights, including, without limitation, those referred to on Schedule I hereto; (ii) all renewals, reversions and extensions of the foregoing; and (iii) all income,

royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

(b) (i) all of its Patents, including, without limitation, those referred to on Schedule I hereto; (ii) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and (iii) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

(c) (i) all of its Trademarks, including, without limitation, those referred to on Schedule I hereto; (ii) all renewals and extensions of the foregoing; (iii) all Goodwill of the business connected with the use of, and symbolized by, each such Trademark; and (iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding anything to the contrary contained in clauses (a) through (c) above, the security interest created by this Security Agreement shall not extend to, and the term "Intellectual Property Collateral" shall not include, any Excluded Property.

3. Security for Secured Obligations. This Intellectual Property Security Agreement and the security interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Intellectual Property Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantors, or any of them, to the Administrative Agent and the other Credit Parties, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. Security Agreement. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Intellectual Property made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Intellectual Property Security Agreement and the Security Agreement, the Security Agreement shall control.

5. Authorization to Supplement.

(a) If any Grantor shall obtain rights to any new Intellectual Property, the provisions of this Intellectual Property Security Agreement shall automatically apply thereto.

(b) Without limiting the Grantors' obligations under this section, solely to the extent that Grantor has not delivered a new Intellectual Property Security Agreement in accordance with the terms of the Security Agreement, the Grantors hereby authorize the Administrative Agent unilaterally to modify this Intellectual Property Security Agreement by amending Schedule I to include any such new Intellectual Property. Notwithstanding the foregoing, no failure to so modify this Intellectual Property Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Intellectual Property, whether or not listed on Schedule I.

6. [Reserved].

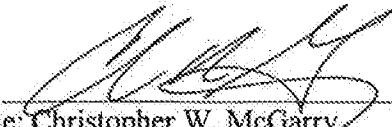
7. Counterparts. This Intellectual Property Security Agreement is a Loan Document. This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Intellectual Property Security Agreement. Execution of any such counterpart may be by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. The Administrative Agent reserves the right, in its sole discretion, to accept, deny, or condition acceptance of any electronic signature on this Intellectual Property Security Agreement. Any party delivering an executed counterpart of this Intellectual Property Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Intellectual Property Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Intellectual Property Security Agreement.

8. Governing Law. This Intellectual Property Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

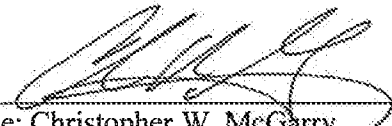
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SAVE MART SUPERMARKETS LLC,
as Grantor

By: 
Name: Christopher W. McGarry
Title: President

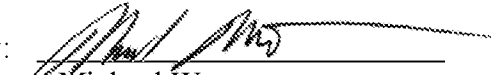
LUCKY STORES LLC, as Grantor

By: 
Name: Christopher W. McGarry
Title: President

[Signature Page to Intellectual Property Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

CALLODINE COMMERCIAL FINANCE, LLC
as Administrative Agent


By: 
Name: Michael Watson
Title: Principal

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007692 FRAME: 0136

**SCHEDULE I
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**



Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Save Mart Supermarkets LLC	USA	BEYOND THE BEST ^a	2643503	10/29/2002
Save Mart Supermarkets LLC	USA	CA SOURCED	5377214	01/09/2018
Save Mart Supermarkets LLC	USA	CLICKCART	5581879	10/09/2018
Save Mart Supermarkets LLC	USA	CLICKCART FAST, FRESH, SIMPLE	5814318	07/23/2019
Save Mart Supermarkets LLC	USA	ClickCart Logo 	5552398	08/28/2018
Save Mart Supermarkets LLC	USA	DEPENDABLE ENOUGH FOR EVERYTHING LIFE THROWS AT ME	6031077	04/07/2020
Save Mart Supermarkets LLC	USA	DEPENDABLE ENOUGH FOR EVERYTHING LIFE THROWS AT ME	6109483	07/21/2020
Save Mart Supermarkets LLC	USA	EAT AWESOMELY	5345864	11/28/2017

^a Note: This trademark is no longer used by the Company.

Save Mart Supermarkets LLC	USA	EXPRESS YOURSELF ^a	2680997	01/28/2003
Save Mart Supermarkets LLC	USA	FOOD MAXX Logo 	5089461	11/29/2016
Save Mart Supermarkets LLC	USA	FOODMAXX	5280696	09/05/2017
Save Mart Supermarkets LLC	USA	GRAB & GO PRO	5802078	07/09/2019
Save Mart Supermarkets LLC	USA	LUCKY CALIFORNIA Design 	5065185	10/18/2016
Save Mart Supermarkets LLC	USA	MARKET ESSENTIALS	5551067	08/28/2018
Save Mart Supermarkets LLC	USA	MARKET ESSENTIALS	5443916	04/10/2018
Save Mart Supermarkets LLC	USA	MARKET ESSENTIALS	5830087	08/06/2019
Save Mart Supermarkets LLC	USA	MAXXVALUE FOODS	3995158	07/12/2011
Save Mart Supermarkets LLC	USA	PACIFIC COAST CAFÉ	5550956	08/28/2018
Save Mart Supermarkets LLC	USA	PACIFIC COAST CAFÉ	4035311	10/04/2011
Save Mart	USA	PACIFIC COAST	4061252	11/22/2011

^a Note: This trademark is no longer used by the Company.

Supermarkets LLC		SELECTIONS		
Save Mart Supermarkets LLC	USA	PEAK SEASON PICKS	5421751	03/13/2018
Save Mart Supermarkets LLC	USA	ROOTS MATTER	5346406	11/28/2017
Save Mart Supermarkets LLC	USA	SAVE MART	1038302	04/20/1976
Save Mart Supermarkets LLC	USA	SAVE MART Logo 	5237766	07/04/2017
Save Mart Supermarkets LLC	USA	SAVE SMART	4942371	04/19/2016
Save Mart Supermarkets LLC	USA	SIERRA RANCH ^a	4220535	10/09/2012
Save Mart Supermarkets LLC	USA	SUNNY SELECT	2007268	10/08/1996
Save Mart Supermarkets LLC	USA	SUNNY SELECT	1997211	08/27/1996
Save Mart Supermarkets LLC	Taiwan	SUNNY SELECT	01365604	06/01/2009
Save Mart Supermarkets LLC	USA	THE SAVE MART COMPANIES Logo 	5279526	09/05/2017

^a Note: This trademark is no longer used by the Company.

Save Mart Supermarkets LLC	USA	THE TIPPING POINT	6646916	02/15/2022
Save Mart Supermarkets LLC	USA	VALLEY FRESCO	5120703	01/10/2017
Save Mart Supermarkets LLC	USA	VALLEY PROUD	6201033	11/17/2020
Save Mart Supermarkets LLC	USA	WALL OF VALUE	6143474	09/01/2020
Save Mart Supermarkets LLC	USA	WOODSON & JAMES	4049313	11/01/2011
Save Mart Supermarkets LLC	USA	WOODSON & JAMES	6154806	09/15/2020

Copyright Registrations

Grantor	Country	Copyright	Registration No.	Registration Date
Lucky Stores LLC	USA	The Smart shopper's guide to smart eating.	TX0002628286	07/31/1989
Lucky Stores LLC	USA	Carrots.	PA0000482128	08/30/1990
Lucky Stores LLC	USA	Oh so nice: vers 1 & 2 (english and hispanic); motion picture.	PAu001441210	09/04/1990