

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM744478

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BJ's Wholesale Club, Inc.		07/28/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	100 Federal Street, 9th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 64			
Property Type	Number	Word Mark	
Registration Number:	6577831	BERKLEY JENSEN	
Registration Number:	6577832	WELLSLEY FARMS	
Registration Number:	6279171	BJ'S EXCLUSIVE BENEFITS	
Registration Number:	5887350	EXPRESSPAY	
Registration Number:	5812363	EVERYDAY CLUBVENIENCE	
Registration Number:	5728005	RELOAD	
Registration Number:	5769809	BERKLEY JENSEN	
Registration Number:	5781689	WELLSLEY FARMS	
Registration Number:	5882475	BJ'S	
Registration Number:	5765807	CLUBVENIENCE	
Registration Number:	5666022	FARM TO CLUB	
Registration Number:	5641943	BJ'S ONLINE ACCESS	
Registration Number:	5520717	BJ'S EXPRESS SCAN	
Registration Number:	5520718	BJ'S EXPRESS SCAN	
Registration Number:	5473232	BJ'S TECH ADVISORS	
Registration Number:	5246511	THE LITTLE BOOK OF BIG SAVINGS	
Registration Number:	5264495	BJ'S OPTICAL	
Registration Number:	5257735	BJ'S PHOTO	
Registration Number:	5257651	BJ'S STOCKED	

CH \$1615.00 6577831

Property Type	Number	Word Mark
Registration Number:	5133264	STRETCHFLEX
Registration Number:	5590761	LIVE GENEROUSLY
Registration Number:	5370694	BJ'S TECH ADVISORS. FREE. LIVE. EXPERT H
Registration Number:	4968914	FUEL UP WITH SAVINGS
Registration Number:	4968915	AISLE HELP
Registration Number:	5089319	BJ'S COOKING CLUB
Registration Number:	5089316	COOK SMART, EAT FRESH
Registration Number:	4969667	WELLSLEY FARMS
Registration Number:	4915469	PICK UP & PAY
Registration Number:	4923670	BJ'S STATIONERY
Registration Number:	5069174	WELLSLEY FARMS
Registration Number:	4918957	BJ'S PERKS REWARDS
Registration Number:	4918959	BJ'S PERKS ELITE
Registration Number:	4918958	BJ'S PERKS PLUS
Registration Number:	5069147	BERKLEY JENSEN
Registration Number:	4918895	MY BJ'S PERKS
Registration Number:	4757129	BJ'S EASY RENEWAL
Registration Number:	4230168	BJ'S FEEDING COMMUNITIES
Registration Number:	4077348	SAMPLE THE SAVINGS
Registration Number:	3888387	THE MEMBERSHIP THAT PAYS YOU BACK
Registration Number:	3858627	BJ'S TRAVEL
Registration Number:	3665408	BJ'S AUTO BUYING PROGRAM
Registration Number:	3207280	BJ'S MEMBER PRICING
Registration Number:	3190783	FUEL YOUR FUNDRAISER
Registration Number:	3207209	BJ'S OPTICAL
Registration Number:	3207210	BJ'S HOME IMPROVEMENT
Registration Number:	3163111	BJ'S MEMBERSHIP CLUB
Registration Number:	2910211	BJ'S WHOLESALE CLUB
Registration Number:	2904282	BERKLEY & JENSEN
Registration Number:	2990045	WELLSLEY FARMS
Registration Number:	2631398	BJ'S PROTECTION PLUS
Registration Number:	2609665	BJ'S CAR RENTALS
Registration Number:	2584848	TIRE SERVICE CENTER BJ'S
Registration Number:	2360284	BJ'S TIRE CENTER
Registration Number:	2696009	BERKLEY & JENSEN
Registration Number:	2294729	BJ'S GAS
Registration Number:	1785985	BJ'S OPTICAL DEPARTMENT
Registration Number:	1751720	BJ'S

Property Type	Number	Word Mark
Registration Number:	1707159	BJ'S WHOLESALE CLUB
Registration Number:	1644000	INNER CIRCLE
Registration Number:	1643993	BJ'S WHOLESALE CLUB
Serial Number:	97259107	SAME-DAY SELECT
Serial Number:	97223097	WELLSLEY FARMS
Serial Number:	97223093	BERKLEY JENSEN
Serial Number:	90884807	BJ'S

CORRESPONDENCE DATA

Fax Number: 6173417701

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: 617-951-8132

Email: linda.salera@morganlewis.com

Correspondent Name: Linda A. Salera, Senior Paralegal

Address Line 1: One Federal Street

Address Line 2: c/o Morgan, Lewis & Bockius LLP

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Linda A. Salera
SIGNATURE:	/Linda A. Salera/
DATE SIGNED:	07/29/2022

Total Attachments: 8

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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 July 28, 2022, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of Bank of America, N.A., as collateral agent (the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to (i) that certain Credit Agreement, dated as of July 28, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”) among BJ’s Wholesale Club, Inc., a Delaware corporation (the “*Borrower*”), BJ’s Wholesale Club Holdings, Inc., a Delaware corporation (“*Holdings*”), each other Restricted Subsidiary of Holdings party thereto as a Borrower, each Lender from time to time party thereto and Bank of America, N.A., as administrative agent (in such capacity, including any successor thereto, the “*Administrative Agent*”) and as collateral agent and security trustee (in such capacity, including any successor thereto, the “*Collateral Agent*”) for the Secured Parties; (ii) each Secured Hedge Agreement and (iii) each agreement relating to Cash Management Services. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, the Issuers have agreed to issue Letters of Credit for the account of the Borrower, Holdings or a Restricted Subsidiary on the terms and conditions set forth in the Credit Agreement, the Hedge Banks have agreed to enter into and/or maintain one or more Secured Hedge Agreements and the Cash Management Banks have agreed to enter into and/or maintain Cash Management Services, on the terms and conditions set forth in the Credit Agreement, in such Secured Hedge Agreements or agreements relating to such Cash Management Services, as applicable.

Whereas, as a condition precedent to the Lenders’ extension of such credit, the issuance by the Issuers of Letters of Credit for the account of the Borrower, Holdings or a Restricted Subsidiary, the Hedge Banks entering into and/or maintaining such Secured Hedge Agreements and the Cash Management Banks entering into and/or maintaining such Cash Management Services, each Grantor has executed and delivered that certain Security Agreement dated July 28, 2022, made by the Grantors to the 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 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 USPTO 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. Terms defined in the Credit Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement and Security Agreement.

Section 2. Grant of Security. Each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties a continuing security interest in all of the Grantor's right, title and interest in, to and under the Trademarks, including the registered Trademarks and Trademark registration applications set forth on Schedule A attached hereto (other than Excluded Assets).

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 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 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 one and the same instrument. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement facsimile or other electronic means (*e.g.*, "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.


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 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.

Section 7. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

[Remainder of this Page Intentionally Left Blank]

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

BJ'S WHOLESALE CLUB, INC., Grantor

By:  _____
Name: Kristyn M. Sugrue
Title: Treasurer

BANK OF AMERICA, N.A., as Collateral Agent

By: _____
Name:
Title:

BANK OF AMERICA, N.A., as Collateral Agent







By: _____


Name: Matthew Potter

Title: Senior Vice President

<u>Registration Number</u>	<u>Registration Date</u>	<u>Trademark</u>
5257735	08-01-2017	BJS PHOTO
5257651	08-01-2017	BJS STOCKED
5133264	01-31-2017	STRETCHFLEX
5590761	10-23-2018	LIVE GENEROUSLY
5370694	01-02-2018	BJS 2018 GROOMING CLASS LIVE GENEROUSLY
4968914	05-31-2016	FUEL UP WITH SAVINGS
4968915	05-31-2016	aisle help
5089319	11-29-2016	BJS COOKING CLUB
5089316	11-29-2016	COOK SMART. EAT FRESH.
4969667	05-31-2016	WELLSLEY FARMS
4915469	03-08-2016	PICK UP & PAY
4923670	03-22-2016	BJS STATIONERY
5069174	10-25-2016	WELLSLEY FARMS
4918957	03-15-2016	BJS PERKS REWARDS
4918959	03-15-2016	BJS PERKS ELYTE
4918958	03-15-2016	BJS PERKS PLUS
5069147	10-25-2016	BERKLEY JENSEN
4918895	03-15-2016	MY BJS PERKS
4757129	06-16-2015	BJS EASY RENEWAL
4230168	07-01-2014	BJS FEEDBACK CONNECTION

<u>Registration Number</u>	<u>Registration Date</u>	<u>Trademark</u>
4077348	12-27-2011	NAME IN THE GAME
3888387	12-14-2010	RELIABLE SERVICE
3858627	10-12-2010	BJ'S TRAVEL
3665408	08-11-2009	BJ'S AUTO FINANCING PROGRAM
3207280	02-13-2007	BJ'S MEMBER PRICING
3190783	01-02-2007	FUEL YOUR FUNDRAISER
3207209	02-13-2007	 OPTICAL
3207210	02-13-2007	BJ'S HOME IMPROVEMENT
3163111	10-24-2006	BJ'S MEMBERSHIP CLUB
2910211	12-14-2004	
2904282	11-23-2004	BERKLEY & JENSEN
2990045	08-30-2005	WELLSLEY FARMS
2631398	10-08-2002	BJ'S PROTECTION PLUS
2609665	08-20-2002	BJ'S CAR RENTALS
2584848	06-25-2002	
2360284	06-20-2000	BJ'S TIRE CENTER
2696009	03-11-2003	BERKLEY & JENSEN
2294729	11-23-1999	BJ'S GAS
1785985	08-03-1993	BJ'S OPTICAL DEPARTMENT
1751720	02-09-1993	BJ'S
1707159	08-11-1992	
1644000	05-07-1991	INNER CIRCLE

<u>Registration Number</u>	<u>Registration Date</u>	<u>Trademark</u>
1643993	05-07-1991	BJ'S WHOLESALE CLUB
TMA496163	06-16-1998	
TMA420310	12-03-1993	BJ'S WHOLESALE CLUB CompuMark Trademark: BJ'S WHOLESALE CLUB
56851905	01-07-2022	BERKLEY JENSEN
56872796	01-07-2022	BERKLEY JENSEN
56867744	01-07-2022	BERKLEY JENSEN

<u>Application Number</u>	<u>Application Date</u>	<u>Trademark</u>
97259107	02-09-2022	SAME-DAY SELECT
97223097	01-17-2022	WOLSELEY FARMS
97223093	01-17-2022	BERKLEY JENSEN
90884807	08-16-2021	
62852088	02-25-2022	BERKLEY JENSEN
60201455	10-29-2021	BERKLEY JENSEN
56885088	06-11-2021	BERKLEY JENSEN
12153973	02-05-2013	LIVINGHOME