

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM788353

<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>
GROCERY OUTLET INC.		02/21/2023	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BANK OF AMERICA, N.A., as Collateral Agent		
<b>Street Address:</b>	900 W Trade Street		
<b>Internal Address:</b>	NC-026-06-04		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28255-0001		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 49</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6834292	WOW!	
<b>Registration Number:</b>	6691997	HARVEST DAY	
<b>Registration Number:</b>	6679895	LOW CARB FOR NOT A LOT OF COIN	
<b>Registration Number:</b>	6464373	SEE YOU LATER SUPER SAVER	
<b>Registration Number:</b>	6464372	SO FRESH YOU'LL FEEL LIKE SINGING GUARAN	
<b>Registration Number:</b>	6464371	WELCOME TO BARGAIN BLISS	
<b>Registration Number:</b>	6464370	GET MORE PIZZA FOR LESS DOUGH	
<b>Registration Number:</b>	6464369	GET MORE KALE FOR LESS CABBAGE	
<b>Registration Number:</b>	6456156	FEELS LIKE FALLING IN LOVE ON EVERY AISL	
<b>Registration Number:</b>	6449249	THE SAVINGS ARE REAL, THE FEELING IS PUR	
<b>Registration Number:</b>	6449248	MORE FROMAGE FOR LESS CHEESE	
<b>Registration Number:</b>	6449247	THOSE AREN'T ANGELS SINGING. THAT'S YOUR	
<b>Registration Number:</b>	6380520	HARVEST DAY	
<b>Registration Number:</b>	6247724	HOLLIS ST. COFFEE	
<b>Registration Number:</b>	6240333	BARGAIN BLISS	
<b>Registration Number:</b>	6081066	HIP HIP SYRAH	
<b>Registration Number:</b>	6077840	NOSH NATURAL ORGANIC SPECIALTY HEALTHY	
<b>Registration Number:</b>	6077839	NOSH	

OP \$1240.00 6834292

Property Type	Number	Word Mark
Registration Number:	5956990	WESTSIDE BAKEHOUSE
Registration Number:	5920283	GROCERY OUTLET BARGAIN MARKET
Registration Number:	5766564	GROCERY OUTLET BARGAIN MARKET
Registration Number:	5619256	HARVEST DAY
Registration Number:	5372725	WOW! SAVE 50% OR MORE
Registration Number:	5325344	HARVEST DAY
Registration Number:	5313378	BARGAINOMICS
Registration Number:	5306956	WOW!
Registration Number:	5218984	WOW!
Registration Number:	5093914	NOSH NATURAL - ORGANIC - SPECIALTY - HEA
Registration Number:	5093913	NOSH
Registration Number:	5067165	NOSH
Registration Number:	4888093	GROCERY OUTLET BARGAIN MARKET
Registration Number:	4769584	GO
Registration Number:	4479224	GROCERY OUTLET BARGAIN MARKET
Registration Number:	4249977	TAMMY UNDERSPEND
Registration Number:	4249976	LOIS PRICES
Registration Number:	4249975	DOUG
Registration Number:	4249974	BEN SAVEN
Registration Number:	4247576	NOSH
Registration Number:	4245918	FRUGAL FRIENDS
Registration Number:	4190431	BIG BRANDS. LITTLE PRICES.
Registration Number:	4135088	INDEPENDENCE FROM HUNGER
Registration Number:	4135086	INDEPENDENCE FROM HUNGER
Registration Number:	3779585	LADY LEE
Registration Number:	3701241	CANNED FOODS GROCERY OUTLETS
Registration Number:	3604714	GROCERY OUTLET BARGAIN MARKET
Registration Number:	2964247	BARGAINS ON BRANDS YOU TRUST!
Registration Number:	2775580	GROCERY OUTLET BARGAINS ONLY!
Registration Number:	2715156	GROCERY OUTLET BARGAINS ONLY!
Serial Number:	90389548	THE WOW CROUD

**CORRESPONDENCE DATA**

**Fax Number:** 7043311159

*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:** 7043311000

**Email:** PTO\_TMconfirmation@mvalaw.com,  
maryelizabethzaldivar@mvalaw.com

**Correspondent Name:** Moore & Van Allen PLLC

**Address Line 1:** 100 North Tryon Street  
**Address Line 2:** Suite 4700, ATTN: IP DEPARTMENT  
**Address Line 4:** Charlotte, NORTH CAROLINA 28202

**ATTORNEY DOCKET NUMBER:** 017625.005348

**NAME OF SUBMITTER:** John Slaughter

**SIGNATURE:** /john slaughter/

**DATE SIGNED:** 02/21/2023

**Total Attachments: 6**

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**TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT dated as of February 21, 2023 (this “Agreement”), among Grocery Outlet Inc., a California corporation (the “Grantor”) and Bank of America, N.A. in its capacity as Collateral Agent for the Secured Parties party to the Credit Agreement referred to below (in such capacity, together with its successors, assigns, designees and sub-agents in such capacity, the “Collateral Agent”).

WHEREAS, reference is made to (a) the Credit Agreement dated as of February 21, 2023 (as amended, increased, extended restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Grocery Outlet Holding Corp., a Delaware corporation (the “Borrower”), the lenders from time to time party thereto (the “Lenders”), Bank of America, as the Administrative Agent, the Collateral Agent, Letter of Credit Issuer and Swingline Lender, and the other parties from time to time party thereto and (b) the Pledge and Security Agreement dated as of February 21, 2023 (the “Security Agreement”), by and among the Borrower, the Grantor, the other Subsidiary Parties (as defined therein) from time to time party thereto, the Additional Parties (as defined therein) from time to time party thereto and the Collateral Agent;

WHEREAS, the Lenders, the Swingline Lender and the Letter of Credit Issuers have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement; and

WHEREAS, the Grantor is willing to execute and deliver this Agreement as consideration for such extensions of credit.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**SECTION 1. Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

**SECTION 2. Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Obligations, the Grantor hereby pledges, collaterally assigns, mortgages, transfers and grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest (the “Security Interest”) in all of such Grantor’s right in, and title and interest to and under the following assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor, but excluding any Excluded Property (the “Collateral”):

all (a) trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, slogans, other source or business identifiers, now existing or hereafter adopted or acquired, whether registered or unregistered, and all registrations, recordings and applications for registration filed in connection with the foregoing, including the registrations and applications for registration in the U.S. Patent and Trademark Office listed on Schedule I hereto, (b) all goodwill associated therewith or symbolized thereby, (c) all extensions or renewals thereof, (d) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (e) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (f) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (but excluding,

for the avoidance of doubt, any intent-to-use application prior to the filing and acceptance of a "Statement of Use" or "Amendment to Allege Use" notice and/or filing with respect thereto but only to the extent that, and solely during the period if any in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications (or the resulting trademark registrations)).

SECTION 3. Security Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that 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 hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

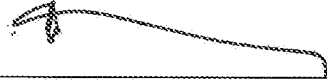
SECTION 6. *INTERCREDITOR AGREEMENT GOVERNS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE COLLATERAL AGENT FOR THE BENEFIT OF THE SECURED PARTIES PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT WITH RESPECT TO ANY COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL. SO LONG AS AN INTERCREDITOR AGREEMENT IS OUTSTANDING, THE REQUIREMENT OF THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT TO DELIVER COLLATERAL TO THE COLLATERAL AGENT (OR ANY REPRESENTATION OR WARRANTY HAVING THE EFFECT OF REQUIRING THE SAME) SHALL BE DEEMED SATISFIED (OR ANY SUCH REPRESENTATION OR WARRANTY SHALL BE DEEMED TRUE BY DELIVERY OF SUCH COLLATERAL TO THE CONTROLLING COLLATERAL AGENT (OR SUCH SIMILAR TERM AS DEFINED IN THE INTERCREDITOR AGREEMENT) AS BAILEE OF, AND BEHALF OF, THE COLLATERAL AGENT PURSUANT TO THE TERMS OF THE INTERCREDITOR AGREEMENT).*

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**GROCERY OUTLET INC.**, a California corporation  
as Grantor

By:



\_\_\_\_\_  
Name: Charles C. Bracher

Title: Executive Vice President and Chief Financial  
Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 007977 FRAME: 0494**

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

By:  \_\_\_\_\_

Name: Priscilla Ruffin

Title: AVP

**SCHEDULE I**

**U.S. Trademark Registrations and Applications**

**Trademark Registrations**

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
WOW! (Stylized)	6834292	08/30/2022
HARVEST DAY	6691997	04/05/2022
LOW CARB FOR NOT A LOT OF COIN	6679895	03/22/2022
SEE YOU LATER SUPER SAVER	6464373	08/24/2021
SO FRESH YOU'LL FEEL LIKE SINGING GUARANTEED	6464372	08/24/2021
WELCOME TO BARGAIN BLISS	6464371	08/24/2021
GET MORE PIZZA FOR LESS DOUGH	6464370	08/24/2021
GET MORE KALE FOR LESS CABBAGE	6464369	08/24/2021
FEELS LIKE FALLING IN LOVE ON EVERY AISLE	6456156	08/17/2021
THE SAVINGS ARE REAL, THE FEELING IS PURE BLISS	6449249	08/10/2021
MORE FROMAGE FOR LESS CHEESE	6449248	08/10/2021
THOSE AREN'T ANGELS SINGING. THAT'S YOUR WALLET.	6449247	08/10/2021
HARVEST DAY	6380520	06/08/2021
HOLLIS ST. COFFEE	6247724	01/12/2021
BARGAIN BLISS	6240333	01/05/2021
HIP HIP SYRAH	6081066	06/16/2020
NOSH NATURAL ORGANIC SPECIALTY HEALTHY and Design	6077840	06/16/2020
NOSH and Design	6077839	06/16/2020
WESTSIDE BAKEHOUSE	5956990	01/07/2020
GROCERY OUTLET BARGAIN MARKET and Design	5920283	11/26/2019
GROCERY OUTLET BARGAIN MARKET and Design	5766564	06/04/2019
HARVEST DAY	5619256	11/27/2018
WOW! SAVE 50% OR MORE and Design	5372725	01/09/2018
HARVEST DAY	5325344	10/31/2017
BARGAINOMICS	5313378	10/17/2017
WOW!	5306956	10/10/2017
WOW! and Design	5218984	06/06/2017
NOSH NATURAL - ORGANIC - SPECIALTY - HEALTHY and Design	5093914	12/06/2016
NOSH and Design	5093913	12/06/2016
NOSH	5067165	10/25/2016
GROCERY OUTLET BARGAIN MARKET	4888093	01/19/2016
GO and Design	4769584	07/07/2015
GROCERY OUTLET BARGAIN MARKET and Design	4479224	02/04/2014
TAMMY UNDERSPEND	4249977	11/27/2012
LOIS PRICES	4249976	11/27/2012



DOUG	4249975	11/27/2012
BEN SAVEN	4249974	11/27/2012
NOSH	4247576	11/20/2012
FRUGAL FRIENDS	4245918	11/20/2012
BIG BRANDS. LITTLE PRICES.	4190431	08/14/2012
INDEPENDENCE FROM HUNGER	4135088	05/01/2012
INDEPENDENCE FROM HUNGER	4135086	05/01/2012
LADY LEE	3779585	04/20/2010
CANNED FOODS GROCERY OUTLETS	3701241	10/27/2009
GROCERY OUTLET BARGAIN MARKET	3604714	04/07/2009
BARGAINS ON BRANDS YOU TRUST!	2964247	06/28/2005
GROCERY OUTLET BARGAINS ONLY! and Design	2775580	10/21/2003
GROCERY OUTLET BARGAINS ONLY!	2715156	05/13/2003

**Trademark Application**

Mark	Appl. No.	Filing Date
THE WOW CROUD	90389548	12/17/2020