

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM788706

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF FIRST LIEN TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MORGAN STANLEY SENIOR FUNDING, INC.		02/21/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GROCERY OUTLET, INC.		
Street Address:	5650 HOLLIS STREET		
City:	EMERYVILLE		
State/Country:	CALIFORNIA		
Postal Code:	94068		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 33			
Property Type	Number	Word Mark	
Registration Number:	4190703	AMELIA'S	
Registration Number:	4205087	AMELIA'S GROCERY OUTLET	
Registration Number:	4518765	BARGAIN MINUTE	
Registration Number:	5313378	BARGAINOMICS	
Registration Number:	2964247	BARGAINS ON BRANDS YOU TRUST!	
Registration Number:	4249974	BEN SAVEN	
Registration Number:	4190431	BIG BRANDS. LITTLE PRICES.	
Registration Number:	3701241	CANNED FOODS GROCERY OUTLETS	
Registration Number:	4249975	DOUG	
Registration Number:	4112260	ECO-FRUGAL	
Registration Number:	4245918	FRUGAL FRIENDS	
Registration Number:	4769584	GO	
Registration Number:	4888093	GROCERY OUTLET BARGAIN MARKET	
Registration Number:	3604714	GROCERY OUTLET BARGAIN MARKET	
Registration Number:	4479224	GROCERY OUTLET BARGAIN MARKET	
Serial Number:	87108931	GROCERY OUTLET BARGAIN MARKET	
Registration Number:	2715156	GROCERY OUTLET BARGAINS ONLY!	
Registration Number:	2775580	GROCERY OUTLET BARGAINS ONLY!	

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Property Type	Number	Word Mark
Registration Number:	3782829	HARVEST DAY
Registration Number:	5325344	HARVEST DAY
Registration Number:	4135086	INDEPENDENCE FROM HUNGER
Registration Number:	4135088	INDEPENDENCE FROM HUNGER
Registration Number:	3779585	LADY LEE
Registration Number:	4249976	LOIS PRICES
Registration Number:	4247576	NOSH
Registration Number:	5067165	NOSH
Registration Number:	5093914	NOSH NATURAL - ORGANIC - SPECIALTY - HEA
Registration Number:	5093913	NOSH
Registration Number:	3802978	OVERSHOP. UNDERSPEND.
Registration Number:	4249977	TAMMY UNDERSPEND
Registration Number:	5306956	WOW!
Registration Number:	5218984	WOW!
Registration Number:	5372725	WOW! SAVE 50% OR MORE

CORRESPONDENCE DATA

Fax Number: 2124552502

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: 2124552592

Email: ksolomon@stblaw.com

Correspondent Name: COURTNEY WELSHIMER, ESQ.

Address Line 1: SIMPSON THACHER & BARTLETT LLP

Address Line 2: 425 LEXINGTON AVENUE

Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 002166/0010

NAME OF SUBMITTER: COURTNEY WELSHIMER

SIGNATURE: /CW/

DATE SIGNED: 02/22/2023

Total Attachments: 7

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**TERMINATION AND RELEASE OF FIRST LIEN TRADEMARK
SECURITY AGREEMENT**

This TERMINATION AND RELEASE OF FIRST LIEN TRADEMARK SECURITY AGREEMENT for Trademarks, dated as of February 21, 2023 (this “*IP Security Release*”), is executed and delivered by MORGAN STANLEY SENIOR FUNDING, INC. as collateral agent for the benefit of the First Lien Secured Parties (in such capacity, together with its successor, assigns, designees and sub-agents in such capacity, the “*Collateral Agent*”), if favor of Grocery Outlet, Inc., a California corporation (the “*Grantor*”).

WHEREAS, pursuant to (i) that certain First Lien Security Agreement dated as of October 22, 2018 (as amended, supplemented, amended and restated or otherwise modified from time to time, the “*First Lien Security Agreement*”) among Grantor, Collateral Agent, and others party thereto, and (ii) that certain First Lien Trademark Security Agreement dated as of October 22, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”), which was executed in favor of the Collateral Agent by the Grantor, the Grantor granted to the Collateral Agent for the benefit of the First Lien Secured Parties a security interest in all of the Grantor’s right, title and interest in and to the Collateral (as defined in the IP Security Agreement), including as set forth in Schedule A attached hereto;

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office on November 1, 2018 at Reel/Frame 6472/0363; and

WHEREAS, in accordance with Section 13.17 of the First Lien Credit Agreement, the Collateral Agent now desires to execute and deliver this IP Security Release to evidence the release of its security interest granted under the First Lien Security Agreement and IP Security Agreement.

NOW, THEREFORE, for good and valuable consideration of the foregoing and intending to be legally bound hereby, the receipt and sufficiency of which is hereby acknowledged and upon the terms set forth in this IP Security Release, the Collateral Agent, for itself and on behalf of the First Lien Secured Parties in association with the security interest granted in the First Lien Security Agreement and IP Security Agreement, hereby states as follows:

SECTION 1. Definitions. Capitalized terms used but not defined herein (including terms used in the preamble and the recitals) have the meanings given to them in the First Lien Security Agreement or IP Security Agreement, as applicable.

SECTION 2. Release of Security Interest. The Collateral Agent, for itself and on behalf of the First Lien Secured Parties, hereby terminates and cancels the IP Security Agreement and irrevocably terminates, cancels, releases and discharges the entirety of any and all liens or security interests that it has in, and all presently existing claims, whether granted pursuant to the First Lien Security Agreement, IP Security Agreement or any other Secured Debt Documents or Additional First Lien Agreement, in the Collateral, including as set forth in Schedule A attached hereto, and, without recourse, representation or warranty of any kind, re-assigns, re-transfers and re-conveys to the Grantor all right, title and interest of the Collateral Agent in and to the Collateral, including as set forth in Schedule A attached hereto, and any right, title or interest of the Collateral Agent in

the Collateral, including as set forth in Schedule A attached hereto, shall hereby terminate, cease and become void.

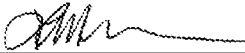
SECTION 3. Further Assurances. The Collateral Agent authorizes the recordation of this IP Security Release with the United States Patent and Trademark Office and/or the Grantor to otherwise record or file this IP Security Release in the applicable governmental office or agency. The Collateral Agent hereby agrees to promptly execute, acknowledge, procure and deliver any further instruments and other writings, and take such other action, as the Grantor may reasonably request from time to time, to effect or evidence the satisfaction of this IP Security Release on the terms contained herein, but, in each case, without recourse to the Collateral Agent, and without any representation or warranty of any kind, express or implied, and at the sole cost and expense of the Grantor.

SECTION 4. Governing Law. This IP Security Release and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the undersigned has caused this IP Security Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

MORGAN STANLEY SENIOR
FUNDING, INC., as Collateral Agent

By:  _____

Name: Lisa Hanson




Title: Vice President






[Signature Page to Termination of First Lien Trademark Security Interest]






TRADEMARK
REEL: 007980 FRAME: 0581




SCHEDULE A TO TERMINATION AND RELEASE OF
FIRST LIEN TRADEMARK
SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark	App. No.	Trademark No.	Owner
AMELIA'S	85509370	4190703	Grocery Outlet Inc.
AMELIA'S GROCERY OUTLET	85509375	4205087	Grocery Outlet Inc.
BARGAIN MINUTE	85808393	4518765	Grocery Outlet Inc.
BARGAINOMICS	87213160	5313378	Grocery Outlet, Inc.
BARGAINS ON BRANDS YOU TRUST!	78424125	2964247	Grocery Outlet Inc.
BEN SAVEN	85597891	4249974	Grocery Outlet Inc.
BIG BRANDS. LITTLE PRICES.	85505693	4190431	Grocery Outlet Inc.
CANNED FOODS GROCERY OUTLETS	77699947	3701241	Grocery Outlet Inc.
DOUG	85597895	4249975	Grocery Outlet Inc.
ECO-FRUGAL	77867458	4112260	Grocery Outlet Inc.
FRUGAL FRIENDS	85597910	4245918	Grocery Outlet Inc.
	86135411	4769584	Grocery Outlet Inc.
GROCERY OUTLET BARGAIN MARKET	86532165	4888093	Grocery Outlet Inc.
GROCERY OUTLET BARGAIN MARKET	77561753	3604714	Grocery Outlet Inc.
	86032740	4479224	Grocery Outlet Inc.
	87108931	N/A	Grocery Outlet Inc.
GROCERY OUTLET BARGAINS ONLY!	76314254	2715156	Grocery Outlet Inc.

Trademark	App. No.	Trademark No.	Owner
	78143358	2775580	Grocery Outlet Inc.
HARVEST DAY	78832121	3782829	Grocery Outlet, Inc.
HARVEST DAY	87164529	5325344	Grocery Outlet, Inc.
INDEPENDENCE FROM HUNGER	85410590	4135086	Grocery Outlet Inc.
INDEPENDENCE FROM HUNGER	85410597	4135088	Grocery Outlet Inc.
LADY LEE	78831598	3779585	Grocery Outlet, Inc.
LOIS PRICES	85597916	4249976	Grocery Outlet Inc.
NOSH	85128472	4247576	Grocery Outlet Inc.
NOSH	86780435	5067165	Grocery Outlet Inc.
	86795040	5093914	Grocery Outlet Inc.
	86795037	5093913	Grocery Outlet Inc.
OVERSHOP. UNDERSPEND.	77856328	3802978	Grocery Outlet Inc.
TAMMY UNDERSPEND	85597923	4249977	Grocery Outlet Inc.
WOW!	86573220	5306956	Grocery Outlet Inc.
	86578051	5218984	Grocery Outlet Inc.
	87206798	5372725	Grocery Outlet Inc.
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