

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM789970

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
NEEDLER ENTERPRISES, INC.		02/27/2023	Corporation: OHIO
GREAT SCOT OF INDIANA, INC.		02/27/2023	Corporation: INDIANA
GERBER'S SUPER VALUE, INC.		02/27/2023	Corporation: INDIANA
GG II OHIO, LLC		02/27/2023	Limited Liability Company: OHIO
FRESH ENCOUNTER, INC.		02/27/2023	Corporation: OHIO
YELLOW BIRD FOOD SHED, LLC		02/27/2023	Limited Liability Company: OHIO
COMMUNITY MARKETS, INC.		02/27/2023	Corporation: OHIO
SACK 'N SAVE, INC.		02/27/2023	Corporation: OHIO
GREAT SCOT, INC.		02/27/2023	Corporation: OHIO
FULMER SUPERMARKETS, INC.		02/27/2023	Corporation: OHIO
CONTINENTAL DISTRIBUTING COMPANY		02/27/2023	Corporation: OHIO
COMMUNITY MARKETS OF OHIO, INC.		02/27/2023	Corporation: OHIO
CHIEF SUPER MARKET HOLDINGS, INC.		02/27/2023	Corporation: OHIO
CHIEF SUPER MARKET, INC.		02/27/2023	Corporation: OHIO
GENERATIVE GROWTH, LLC		02/27/2023	Limited Liability Company: OHIO
GG II INDIANA, LLC		02/27/2023	Limited Liability Company: INDIANA
GG III SAL, LLC		02/27/2023	Limited Liability Company: OHIO
GENERATIVE GROWTH II, LLC		02/27/2023	Limited Liability Company: OHIO
GG II SAL LLC		02/27/2023	Limited Liability Company: OHIO
REMKE MARKETS INC.		02/27/2023	Corporation: KENTUCKY

CH \$40.00 5165645

**RECEIVING PARTY DATA**

<b>Name:</b>	The Huntington National Bank, as Agent
<b>Street Address:</b>	200 Public Square
<b>City:</b>	Cleveland
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	44114
<b>Entity Type:</b>	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
<b>Registration Number:</b>	5165645	KING SAVER

**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:** 16173417721**Email:** michelle.bramwell@morganlewis.com**Correspondent Name:** Michelle Bramwell**Address Line 1:** One Federal Street**Address Line 2:** c/o Morgan, Lewis & Bockius LLP**Address Line 4:** Boston, MASSACHUSETTS 02110**NAME OF SUBMITTER:** Michelle Bramwell**SIGNATURE:** /Michelle Bramwell/**DATE SIGNED:** 02/27/2023**Total Attachments: 8**

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source=HNB - Needler - Trademark Security Agreement (2023)#page8.tif

GRANT OF SECURITY INTEREST IN U.S. TRADEMARKS

This GRANT OF SECURITY INTEREST IN U.S. TRADEMARKS, dated as of February 27, 2023 (this “Grant”), is made by and among (a) each of the undersigned parties hereto (the “Grantors”), and (b) The Huntington National Bank, a national banking association, as collateral agent (in such capacity, the “Agent”) for its own benefit and the benefit of the other Credit Parties (as defined in the Security Agreement referred to below), in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

WITNESSETH:

WHEREAS, the Grantors are party to that certain Security Agreement in favor of the Agent and the Credit Parties, dated as of February 27, 2023 (as amended, supplemented or otherwise modified and in effect, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, each Grantor has executed and delivered this Grant for the purpose of recording and confirming the grant of the security interest of the Agent in the Trademark Collateral (as defined below) with the USPTO;

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth herein and in the Security Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, each Grantor and the Agent, on its own behalf and on behalf of the other Credit Parties (and each of their respective successors or assigns), hereby agree as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest. In furtherance and as confirmation of the security interest granted by the Grantors to the Agent (for its own benefit and the benefit of the other Credit Parties) under the Security Agreement, and as further security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby ratifies such security interest and grants to the Agent (for its own benefit and the benefit of the other Credit Parties) a continuing security interest, in all of the present and future right, title and interest of the Grantors in, to and under the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the following property (collectively, the “Trademark Collateral”):

(i) all trademarks, trade names, corporate names, company names, Internet domain names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers, whether registered or unregistered, together with all registrations thereof, all applications in connection therewith and all renewals thereof, and any goodwill of the business connected with, and symbolized by, any of the foregoing, including, without limitation, the trademark registrations set forth on Exhibit A attached hereto (collectively, “Trademarks”);

(ii) all agreements, whether written or oral, providing for the grant by or to any Grantor of any right in respect of any Trademark (collectively, “Licenses”) and all income,

royalties, damages and payments now and hereafter due and/or payable under and with respect to the Trademarks, including, without limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements, misappropriations or dilutions thereof;

(iv) the right to sue for past, present and future infringements, misappropriations and dilutions of any of the Trademarks; and

(v) all of each Grantor's rights corresponding to any of the foregoing throughout the world.

Notwithstanding the foregoing, no Trademark shall be included in the Trademark Collateral to the extent that the grant of a security interest in such Trademark would result in, permit or provide grounds for the cancellation or invalidation of such Trademark.

SECTION 3. Intent. This Grant is being executed and delivered by each Grantor for the purpose of recording and confirming the grant of the security interest of the Agent in the Trademark Collateral with the USPTO. It is intended that the security interest granted pursuant to this Grant is granted in conjunction with, and not in addition to or limitation of, the security interest granted to the Agent, for its own benefit and the benefit of the other Credit Parties, under the Security Agreement. All provisions of the Security Agreement shall apply to the Trademark Collateral. The Agent shall have the same rights, remedies, powers, privileges and discretions with respect to the security interests created in the Trademark Collateral as in all other Collateral.

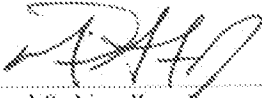
SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Grant.

*[remainder of page intentionally left blank]*

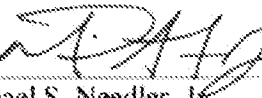
IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date first written above.

**GRANTORS:**

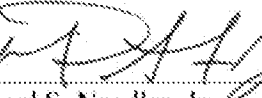
**NEEDLER ENTERPRISES, INC.**, as a Grantor

By:   
Name: Michael S. Needler, Jr.  
Title: President and CEO

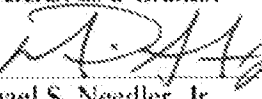
**GREAT SCOT OF INDIANA, INC.**, as a Grantor

By:   
Name: Michael S. Needler, Jr.  
Title: President and CEO

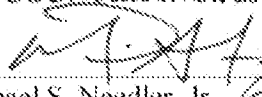
**GERBER'S SUPER VALU, INC.**, as a Grantor

By:   
Name: Michael S. Needler, Jr.  
Title: President and CEO

**GG H SAL LLC**, as a Grantor

By:   
Name: Michael S. Needler, Jr.  
Title: President and CEO

**FRESH ENCOUNTER INC.**, as a Grantor

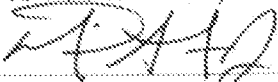
By:   
Name: Michael S. Needler, Jr.  
Title: President and CEO

[Needler - Signature Page to Grant of Security Interest in Trademarks]

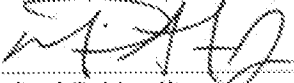
**YELLOW BIRD FOOD SHED, LLC**, as a  
Grantor

By:   
Name: Michael S. Needler, Jr.  
Title: President and CEO

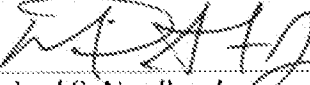
**COMMUNITY MARKETS, INC.**, as a Grantor

By:   
Name: Michael S. Needler, Jr.  
Title: President and CEO

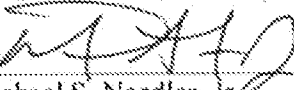
**SACK 'N SAVE, INC.**, as a Grantor

By:   
Name: Michael S. Needler, Jr.  
Title: President and CEO

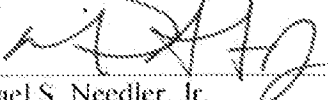
**GREAT SCOT, INC.**, as a Grantor

By:   
Name: Michael S. Needler, Jr.  
Title: President and CEO

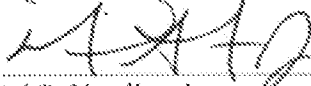
**FULMER SUPERMARKETS, INC.**, as a Grantor

By:   
Name: Michael S. Needler, Jr.  
Title: President and CEO

**CONTINENTAL DISTRIBUTING COMPANY,**  
as a Grantor

By:   
Name: Michael S. Needler, Jr.  
Title: President and CEO


**COMMUNITY MARKETS OF OHIO, INC.**, as  
a Grantor

By:   
Name: Michael S. Needler, Jr.  
Title: President and CEO


[Needler - Signature Page to Grant of Security Interest in Trademarks]

**TRADEMARK**  
**REEL: 007985 FRAME: 0477**

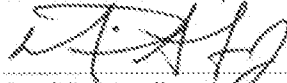
**CHIEF SUPER MARKET HOLDINGS, INC.,**  
as a Grantor

By:   
Name: Michael S. Needler, Jr.  
Title: President and CEO


**CHIEF SUPER MARKET, INC.,** as a Grantor

By:   
Name: Michael S. Needler, Jr.  
Title: President and CEO

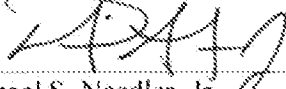
**GENERATIVE GROWTH, LLC,** as a Grantor

By:   
Name: Michael S. Needler, Jr.  
Title: President and CEO

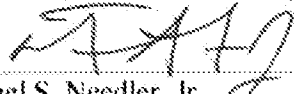
**GG II Indiana, LLC,** as a Grantor

By:   
Name: Michael S. Needler, Jr.  
Title: President and CEO

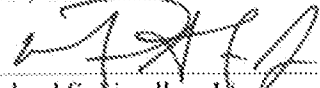
**GG II OHIO, LLC,** as a Grantor

By:   
Name: Michael S. Needler, Jr.  
Title: President and CEO

**GENERATIVE GROWTH II LLC,** as a Grantor

By:   
Name: Michael S. Needler, Jr.  
Title: President and CEO

**GG III SAL, LLC,** as a Grantor

By:   
Name: Michael S. Needler, Jr.  
Title: President and CEO

[Needler - Signature Page to Grant of Security Interest in Trademarks]

REMKE MARKETS Inc., as a Grantor

By: 

Name: Michael S. Needler, Jr.

Title: President and CEO

[Needler - Signature Page to Grant of Security Interest in Trademarks]

**TRADEMARK**  
**REEL: 007985 FRAME: 0479**



AGENT:

THE HUNTINGTON NATIONAL BANK

By: Teresa Schuler  
Name: Teresa Schuler  
Title: Assistant Vice President

[Needler - Signature Page to Grant of Security Interest in Trademarks]

**TRADEMARK**  
**REEL: 007985 FRAME: 0480**

**EXHIBIT A**

**List of Trademarks**

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

<b>Country</b>	<b>Trademark</b>	<b>Status</b>	<b>App/Reg. No.</b>	<b>App/Reg. Date</b>
US	KING SAVER	Registered	5165645	<b>App Date:</b> August 9, 2016 <b>Reg. Date:</b> March 21, 2017