

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM817996

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TOPS PRODUCTS LLC		06/16/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Blue Torch Finance LLC		
<b>Street Address:</b>	150 EAST 58TH STREET, 39TH FLOOR		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10155		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1098769	REDI-TAG	
<b>Registration Number:</b>	2228786	REDI-TAG	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175269899		
<i>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.</i>			
<b>Phone:</b>	617.526.9839		
<b>Email:</b>	ypan@proskauer.com		
<b>Correspondent Name:</b>	Rachael Walker		
<b>Address Line 1:</b>	Proskauer Rose LLP		
<b>Address Line 2:</b>	One International Place		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110-2600		
<b>ATTORNEY DOCKET NUMBER:</b>	34089.039		
<b>NAME OF SUBMITTER:</b>	Rachael Walker		
<b>SIGNATURE:</b>	/Rachael Walker/		
<b>DATE SIGNED:</b>	06/16/2023		
<b>Total Attachments: 4</b>			
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NOTICE OF SECURITY INTEREST -- TRADEMARKS

WHEREAS, TOPS PRODUCTS LLC, a Delaware limited liability company, (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Pledge and Security Agreement, dated May 4, 2022 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Blue Torch Finance LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Assignee"); and


WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, collaterally assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee 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. Capitalized terms used here without definition shall have the meanings given to them in the Security Agreement.

IN WITNESS WHEREOF, the Assignor has caused this Notice of Security Interest to be duly executed by its officer thereunto duly authorized as of June 16, 2023

**TOPS PRODUCTS LLC**

By:   
Name: Rajeev Balakrishna  
Title: Chief Compliance Officer, General Counsel  
and Secretary

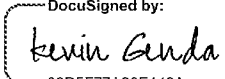
[Signature Page to Notice of Security Interest in Trademarks]

**TRADEMARK**  
**REEL: 008126 FRAME: 0936**

Acknowledged and Agreed:

**BLUE TORCH FINANCE LLC,**  
as Collateral Agent

By: Blue Torch Capital LP, its managing member

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Kevin Genda  
Title: Authorized Signatory

SCHEDULE A TO NOTICE OF SECURITY INTEREST

Trademarks and Trademark Applications

Owned by **TOPS PRODUCTS LLC**<sup>1</sup>

Mark	Reg No.	Reg Date	Country
REDI-TAG	1098769	Aug. 8, 1978	United States
REDI-TAG	2228786	Mar 2, 1999	United States

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<sup>1</sup> Trademark Assignment filed with USPTO to reflect Tops Products LLC as trademark owner