

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM862186

| | | | |
|---------------------------------------|--|------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| KEY FOOD STORES CO-OPERATIVE, INC. | | 12/14/2023 | Corporation: NEW YORK |
| RECEIVING PARTY DATA | | | |
| Name: | CITIZENS BANK, N.A., as Administrative Agent | | |
| Street Address: | 28 State Street | | |
| City: | Boston | | |
| State/Country: | MASSACHUSETTS | | |
| Postal Code: | 02109 | | |
| Entity Type: | NATIONAL ASSOCIATION: UNITED STATES | | |
| PROPERTY NUMBERS Total: 32 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4429386 | 55 FULTON MARKET BY KEY FOOD | |
| Serial Number: | 77839322 | KEY FRESH & NATURAL | |
| Serial Number: | 76360323 | THE FOOD EMPORIUM | |
| Serial Number: | 76346252 | THE FOOD EMPORIUM | |
| Serial Number: | 77378422 | S SUPERFRESH | |
| Serial Number: | 85297401 | BETTER STORE. BETTER LIVING. | |
| Serial Number: | 73732662 | SUPER FRESH | |
| Serial Number: | 87730119 | URBAN MEADOW | |
| Serial Number: | 85537004 | KEY FOOD CON SABOR | |
| Serial Number: | 88077538 | URBAN MEADOW | |
| Serial Number: | 87881736 | FOOD UNIVERSE MARKETPLACE | |
| Serial Number: | 86861139 | FOOD UNIVERSE MARKETPLACE | |
| Serial Number: | 87659513 | COOK LESS, ENJOY MORE | |
| Serial Number: | 86861151 | FOOD DYNASTY | |
| Serial Number: | 86400887 | FOOD UNIVERSE | |
| Serial Number: | 78953724 | KEY FOOD | |
| Serial Number: | 86861075 | KEY FOOD FRESH | |
| Serial Number: | 86865569 | NOTHING SHORT OF STELLAR | |
| Serial Number: | 86861172 | SERVICE THAT SMILES | |

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TRADEMARK

| Property Type | Number | Word Mark |
|----------------|----------|--|
| Serial Number: | 86861176 | SIMPLY REFRESHING |
| Serial Number: | 86861164 | THE DIFFERENCE IS KEY |
| Serial Number: | 86923650 | URBAN MARKET OF LONG ISLAND CITY |
| Serial Number: | 88077754 | EVERYDAY FAVORITES. UNBEATABLE VALUE. |
| Serial Number: | 88077716 | HELPING YOU LIVE YOUR BEST LIFE |
| Serial Number: | 88077771 | FROM THE MEADOWS TO YOUR URBAN LIFESTYLE |
| Serial Number: | 88121493 | URBAN MEADOW |
| Serial Number: | 88171383 | URBAN MEADOW |
| Serial Number: | 88171417 | URBAN MEADOW |
| Serial Number: | 88780291 | KEY FOOD AND OUR FAMILY OF SUPERMARKETS |
| Serial Number: | 97360417 | SUPERFRESH |
| Serial Number: | 97836003 | KEY FOOD EXPRESS |
| Serial Number: | 87363284 | YOUR NEW YORK MARKET |

CORRESPONDENCE DATA

Fax Number: 2026261700

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: 202-879-3825

Email: mmcknelly@jonesday.com, kseverson@jonesday.com

Correspondent Name: Jones Day

Address Line 1: 51 Louisiana Ave NW

Address Line 4: Washington, D.C. 20001

| | |
|--------------------------------|------------------|
| ATTORNEY DOCKET NUMBER: | 741887-000114 |
| NAME OF SUBMITTER: | Megan McKnelly |
| SIGNATURE: | /Megan McKnelly/ |
| DATE SIGNED: | 12/19/2023 |

Total Attachments: 7

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AMENDED AND RESTATED TRADEMARK AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Agreement"), dated as of December 14, 2023, is entered into by and between **KEY FOOD STORES CO-OPERATIVE, INC.**, a New York corporation (the "Grantor"), and **CITIZENS BANK, N.A.**, in its capacity as administrative Agent for the Lenders under the Credit Agreement referred to below (in such capacity, the "Administrative Agent").

Reference is made to that certain (a) Credit Agreement, dated as of October 23, 2018 (the "Original Credit Agreement" and, as amended by that certain First Amendment to Credit Agreement, dated as of August 25, 2020, by the Second Amendment to Credit Agreement, dated as of June 9, 2023, and by the Third Amendment to Credit Agreement, dated as of September 1, 2023, and as amended and restated by the Amendment and Restatement Agreement and First Amendment to Pledge and Security Agreement, dated as of December 14, 2023 (the "Amendment and Restatement Agreement"), and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantor, as the Borrower, the Lenders from time to time party thereto, the Administrative Agent and the other parties party thereto from time to time, and (b) Pledge and Security Agreement, dated as of October 23, 2018 (the "Original Security Agreement" and, as amended by the Amendment and Restatement Agreement and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

The Lenders have agreed to extend credit to the Grantor, in its capacity as the Borrower the under the Credit Agreement, subject to the terms and conditions set forth in the Credit Agreement, the Guarantors have guaranteed Secured Obligations and the Grantor has secured its obligations pursuant to the Security Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement.

Accordingly, the parties hereto agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement or the Security Agreement, as the context so requires.

2. Grant of Security Interest. As security for the payment or performance, as applicable, in full when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent (and its successors and assigns), for the ratable benefit of the Secured Parties, a security interest in, all of the Grantor's right, title and interest in, to or under any and all of the following assets now owned or at any time hereafter acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear,

uniform resource locations (URL's), domain names, designs and general intangibles of like nature, now existing or hereafter adopted or acquired and all registrations and recordings thereof and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, in each case described on Schedule I and all reissues, renewals, continuations and extensions thereof and amendments thereto (the "Trademarks");

(b) all reissues, continuations, extensions and renewals thereof and amendments thereto;

(c) all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto; and

(d) all other assets rights and interests that uniquely reflect or embody such goodwill.

3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark 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.

4. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed signature page counterpart hereof by telecopy, emailed .pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart hereof. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic association of signatures and records on electronic platforms, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, any other similar state laws based on the Uniform Electronic Transactions Act or the Uniform Commercial Code, each as amended, and the parties hereto hereby waive any objection to the contrary.

5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

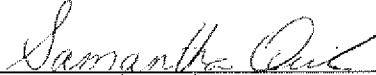
6. Amendment and Restatement. This Agreement amends and restates that certain Trademark Security Agreement, dated as of October 23, 2018 (the "Original Trademark Security");

Agreement”), by and between the Grantor and the Administrative Agent, recorded by the Trademark Division of the United States Patent and Trademark Office on October 24, 2018 at Reel 006464, Frame 0840. The obligations of Grantor under the Original Trademark Security Agreement shall continue under this Agreement, and shall not in any event be terminated, extinguished or annulled, but shall hereafter be governed by this Agreement. All references to the Original Trademark Security Agreement in any Loan Document (other than this Agreement) or other document or instrument delivered in connection therewith shall be deemed to refer to this Agreement and the provisions hereof.

[Signature page follows]

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

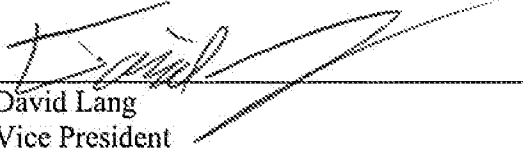
KEY FOOD STORES CO-OPERATIVE, INC.,

By: 
Name: Samantha Quirk
Title: Vice President

[Signature Page to Amended and Restated Trademark Security Agreement]

**TRADEMARK
REEL: 008293 FRAME: 0139**

CITIZENS BANK, N.A.,
as Administrative Agent

By: 
Name: David Lang
Title: Vice President

[Signature Page to Amended and Restated Trademark Security Agreement]

TRADEMARK
REEL: 008293 FRAME: 0140

SCHEDULE I

TRADEMARKS

| Loan Party | Mark | Reg. No. | Reg. Date | Serial No. | Filing Date | Status |
|------------------------------------|------------------------------------|----------|-----------|------------|-------------|------------|
| Key Food Stores Co-Operative, Inc. | KEY FRESH & NATURAL | 4226024 | 10/16/12 | 77/839,322 | 10/1/09 | Registered |
| Key Food Stores Co-Operative, Inc. | THE FOOD EMPORIUM | 2741163 | 7/29/03 | 76/360,323 | 1/16/02 | Registered |
| Key Food Stores Co-Operative, Inc. | THE FOOD EMPORIUM (Stylized) | 2685875 | 2/11/03 | 76/346,252 | 12/6/01 | Registered |
| Key Food Stores Co-Operative, Inc. | S SUPERFRESH & Leaf Design | 3467757 | 7/15/08 | 77/378,422 | 1/23/08 | Registered |
| Key Food Stores Co-Operative, Inc. | BETTER STORE. BETTER LIVING. | 4049312 | 11/1/11 | 85/297,401 | 4/18/11 | Registered |
| Key Food Stores Co-Operative, Inc. | SUPER FRESH | 2085126 | 8/5/97 | 73/732,662 | 6/6/88 | Registered |
| Key Food Stores Co-Operative, Inc. | URBAN MEADOW | 6428586 | 7/20/21 | 87/730,119 | 12/21/17 | Registered |
| Key Food Stores Co-Operative, Inc. | KEY FOOD CON SABOR | 4262565 | 12/18/12 | 85/537,004 | 2/8/12 | Registered |
| Key Food Stores Co-Operative, Inc. | URBAN MEADOW | 7108061 | 7/11/23 | 88/077,538 | 8/14/18 | Registered |
| Key Food Stores Co-Operative, Inc. | FOOD UNIVERSE MARKETPLACE | 5659637 | 1/22/19 | 87/881,736 | 4/18/18 | Registered |
| Key Food Stores Co-Operative, Inc. | FOOD UNIVERSE MARKETPLACE & Design | 5056283 | 10/4/16 | 86/861,139 | 12/29/15 | Registered |
| Key Food Stores Co-Operative, Inc. | COOK LESS, ENJOY MORE | 5629180 | 12/11/18 | 87/659,513 | 10/25/17 | Registered |
| Key Food Stores Co-Operative, Inc. | FOOD DYNASTY & Crown Design | 5157502 | 3/7/17 | 86/861,151 | 12/29/15 | Registered |
| Key Food Stores Co-Operative, Inc. | FOOD UNIVERSE | 5041753 | 9/13/16 | 86/400,887 | 9/20/14 | Registered |
| Key Food Stores Co-Operative, Inc. | KEY FOOD | 3256157 | 6/26/07 | 78/953,724 | 8/16/06 | Registered |
| Key Food Stores Co-Operative, Inc. | KEY FOOD FRESH & Oval Design | 5157501 | 3/7/17 | 86/861,075 | 12/29/15 | Registered |
| Key Food Stores Co-Operative, Inc. | NOTHING SHORT OF STELLAR | 5192255 | 4/25/17 | 86/865,569 | 1/5/16 | Registered |
| Key Food Stores Co-Operative, Inc. | SERVICE THAT SMILES | 5157503 | 3/7/17 | 86/861,172 | 12/29/15 | Registered |
| Key Food Stores Co-Operative, Inc. | SIMPLY REFRESHING | 5157504 | 3/7/17 | 86/861,176 | 12/29/15 | Registered |
| Key Food Stores Co-Operative, Inc. | THE DIFFERENCE IS KEY | 5192245 | 4/25/17 | 86/861,164 | 12/29/15 | Registered |

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| Loan Party | Mark | Reg. No. | Reg. Date | Serial No. | Filing Date | Status |
|------------------------------------|--|----------|------------|------------|-------------|------------|
| Key Food Stores Co-Operative, Inc. | URBAN MARKET OF LONG ISLAND CITY | 5126056 | 1/17/17 | 86/923,650 | 2/29/16 | Registered |
| Key Food Stores Co-Operative, Inc. | EVERYDAY FAVORITES. UNBEATABLE VALUE. | 5979059 | 2/4/20 | 88/077,754 | 8/14/18 | Registered |
| Key Food Stores Co-Operative, Inc. | HELPING YOU LIVE YOUR BEST LIFE | 5979058 | 2/4/20 | 88/077,716 | 8/14/18 | Registered |
| Key Food Stores Co-Operative, Inc. | FROM THE MEADOWS TO YOUR URBAN LIFESTYLE. | 6130906 | 8/18/20 | 88/077,771 | 8/14/18 | Registered |
| Key Food Stores Co-Operative, Inc. | URBAN MEADOW Logo (Horizontal Design) | n/a | n/a | 88/121,493 | 9/18/18 | Pending |
| Key Food Stores Co-Operative, Inc. | URBAN MEADOW | 6486655 | 9/14/21 | 88/171,383 | 10/26/18 | Registered |
| Key Food Stores Co-Operative, Inc. | URBAN MEADOW Logo (Horizontal Design) | 6486656 | 9/14/21 | 88/171,417 | 10/26/18 | Registered |
| Key Food Stores Co-Operative, Inc. | KEY FOOD AND OUR FAMILY OF SUPERMARKETS & Key and Skyline Design | 6269661 | 2/16/21 | 88/780,291 | 1/31/20 | Registered |
| Key Food Stores Co-Operative, Inc. | SUPERFRESH | 7061085 | 5/23/23 | 97/360,417 | 4/13/22 | Registered |
| Key Food Stores Co-Operative, Inc. | KEY FOOD EXPRESS | n/a | n/a | 97/836,003 | 3/13/23 | Pending |
| Key Food Stores Co-Operative, Inc. | 55 FULTON MARKET BY KEY FOOD | 4429386 | 11/05/2013 | 85/537,127 | 02/08/2012 | Registered |
| Key Food Stores Co-Operative, Inc. | YOUR NEW YORK MARKET | 5286264 | 9/12/2017 | 87/363,284 | 03/08/2017 | Registered |

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