

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM863327

<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 MARKETS, LLC		12/13/2023	Limited Liability Company: NEW YORK
Tops PT, LLC		12/13/2023	Limited Liability Company: NEW YORK
The Golub Corporation		12/13/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Deutsche Bank AG New York Branch, as Administrative Agent		
<b>Street Address:</b>	1 Columbus Circle		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Banking Corporation: GERMANY		
<b>PROPERTY NUMBERS Total: 57</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6751783	BUTCHER'S PROMISE	
<b>Registration Number:</b>	6751848	BUTCHER'S PROMISE SATISFACTION GUARANTEE	
<b>Registration Number:</b>	6469373	MARKET 32	
<b>Registration Number:</b>	6503403	TOPS SHOP + SCAN	
<b>Registration Number:</b>	6449682	TOPS	
<b>Registration Number:</b>	5507103	E-BONUS SAVER	
<b>Registration Number:</b>	5186567	MARKET 32	
<b>Registration Number:</b>	5195673	MARKET 32 BY PRICE CHOPPER	
<b>Registration Number:</b>	5471530	PICS BY PRICE CHOPPER	
<b>Registration Number:</b>	5460828	PICS	
<b>Registration Number:</b>	5099174	MARKET 32 BY PRICE CHOPPER	
<b>Registration Number:</b>	5099175	MARKET 32 BY PRICE CHOPPER	
<b>Registration Number:</b>	5007457	TOPS	
<b>Registration Number:</b>	5530613	PICS BY PRICE CHOPPER	
<b>Registration Number:</b>	5556211	PICS	
<b>Registration Number:</b>	5530732	PICS BY PRICE CHOPPER	

OP \$1440.00 6751783

Property Type	Number	Word Mark
Registration Number:	5863439	PICS
Registration Number:	5556212	PICS
Registration Number:	4847896	MARKET 32 BY PRICE CHOPPER
Registration Number:	4994160	MARKET 32 BY PRICE CHOPPER
Registration Number:	4778737	TOPS BUSINESS PLUS
Registration Number:	4659675	BUTCHER'S PROMISE BY PRICE CHOPPER
Registration Number:	4813906	MARKET 32
Registration Number:	4863737	MARKET BISTRO BY CHOPPER
Registration Number:	4863738	MARKET BISTRO BY PRICE CHOPPER
Registration Number:	4435683	ORCHARDFRESH TASTEFULLY DONE
Registration Number:	4331859	CORNER TO CORNER
Registration Number:	4415615	ORCHARD FRESH
Registration Number:	4362323	GLOUCESTER PIER SEAFOOD CO.
Registration Number:	4290061	PRICE CHOPPER LIMITED
Registration Number:	4231348	TOPS BONUS PLUS
Registration Number:	4243364	TOPS COUPON CENTRAL
Registration Number:	4142759	TOPS GASPOINTS
Registration Number:	3993400	TOPS YOUR NEIGHBORHOOD STORE WITH MORE
Registration Number:	3602029	NYGROWN FRESH PICKED FOR TOPS
Registration Number:	3001996	TOPS
Registration Number:	3446451	TOPS
Registration Number:	2963913	TOPS
Registration Number:	2856078	TOPS
Registration Number:	2529733	THE SAVINGS CART
Registration Number:	2551177	TOPS XPRESS
Registration Number:	2326652	TOPS
Registration Number:	2326658	TOPS
Registration Number:	2021018	P&C FOODS
Registration Number:	1577082	P&C
Registration Number:	1499050	TOPS NEVER STOPS
Registration Number:	1465722	TOPS
Registration Number:	1433101	TOPS
Registration Number:	1217929	BIG BEAR
Registration Number:	1148595	PRICE CHOPPER
Registration Number:	1149164	PRICE CHOPPER
Registration Number:	1094076	TOPS FRIENDLY MARKETS
Registration Number:	1047798	BAKER'S OVEN
Registration Number:	991019	

Property Type	Number	Word Mark
Registration Number:	981376	BIG BEAR
Registration Number:	922571	B-KWIK
Registration Number:	763677	TOPS

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 8004945225  
**Email:** ipteam@cogencyglobal.com  
**Correspondent Name:** Stewart Walsh  
**Address Line 1:** 1025 Connecticut Ave NW, Suite 712  
**Address Line 2:** COGENCY GLOBAL Inc.  
**Address Line 4:** Washington, D.C. 20036

<b>ATTORNEY DOCKET NUMBER:</b>	2217719 TM
<b>NAME OF SUBMITTER:</b>	Sonya Jackman
<b>SIGNATURE:</b>	/Sonya Jackman/
<b>DATE SIGNED:</b>	12/26/2023

**Total Attachments: 10**  
source=NGI - Trademark Security Agreement#page3.tif  
source=NGI - Trademark Security Agreement#page4.tif  
source=NGI - Trademark Security Agreement#page5.tif  
source=NGI - Trademark Security Agreement#page6.tif  
source=NGI - Trademark Security Agreement#page7.tif  
source=NGI - Trademark Security Agreement#page8.tif  
source=NGI - Trademark Security Agreement#page9.tif  
source=NGI - Trademark Security Agreement#page10.tif  
source=NGI - Trademark Security Agreement#page11.tif  
source=NGI - Trademark Security Agreement#page12.tif

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) dated December 13, 2023, is made by the Persons listed on the signature pages hereof (the “Grantor”) in favor of Deutsche Bank AG New York Branch, as administrative agent and collateral agent (the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is hereby made to that certain Term Loan Agreement, dated as of December 13, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Northeast Grocery, Inc., a Delaware corporation (the “Borrower”), the several banks and other financial institutions or entities from time to time parties thereto (each a “Lender”, and collectively, the “Lenders”), Deutsche Bank AG New York Branch, as Administrative Agent.

WHEREAS, as a condition precedent to the Lenders making any loans or otherwise extending credit to the Borrower under the Credit Agreement, the Grantors have executed and delivered that certain Security Agreement, dated as of December 13, 2023, made by the Grantors in favor of the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, each Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of such Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the USPTO and any similar offices in any State of the United States.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1. Terms. Terms defined in the Credit Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or Security Agreement, as applicable.

Section 2. Grant of Security. Such Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a continuing security interest in and to all of such Grantor’s right, title and interest in the Trademarks (other than intent-to-use trademark applications constituting Excluded Property), including, without limitation, the Trademarks set forth on Schedule A attached hereto (the “Trademark Collateral”).

Section 3. Security for Obligations. The grant of a security interest in the Trademark Collateral by each Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

Section 4. Recordation. Such Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer of the USPTO or any similar office in any State of the United States record this Trademark Security Agreement.

Section 5. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. Any signature to this Trademark Security Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature

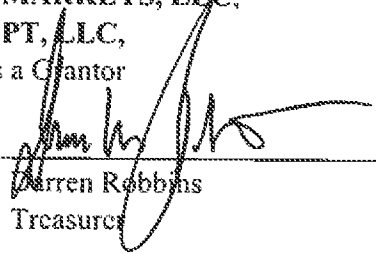
complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Trademark Security Agreement.

Section 6. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and 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 incorporated herein by reference as if fully set forth herein.

[Remainder of this Page Intentionally Left Blank]

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

TOPS MARKETS, LLC,  
TOPS PT, LLC,  
each as a Grantor

By:   
Name: Darren Robbins  
Title: Treasurer

[Signature Page to Trademark Security Agreement]

**THE GOLUB CORPORATION**, as a  
Grantor

By: Carol L. Cillis

Name: Carol Cillis

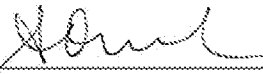
Title: Treasurer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 008300 FRAME: 0237**

**DEUTSCHE BANK AG NEW YORK  
BRANCH, as Administrative Agent**

By:   
Name: **Philip Tancorra**  
Title: **Director**

By:   
Name: **Suzan Onal**  
Title: **Vice President**



**SCHEDULE A  
TO TRADEMARK SECURITY AGREEMENT**




**TRADEMARKS**

**Registered U.S. Trademark Registrations**

<b>Owner Name</b>	<b>Registration Date</b>	<b>Registration Number</b>	<b>Trademark</b>
The Golub Corporation	6/7/2022	6751783	BUTCHER'S PROMISE
The Golub Corporation	6/7/2022	6751848	BUTCHER'S PROMISE SATISFACTION GUARANTEED 100% 
The Golub Corporation	8/31/2021	6469373	MARKET 32
Tops Markets, LLC	9/28/2021	6503403	TOPS SHOP + SCAN 
Tops Markets, LLC	8/10/2021	6449682	TOPS 
Tops Markets, LLC	7/3/2018	5507103	E-BONUS SAVER
The Golub Corporation	4/18/2017	5186567	MARKET 32
The Golub Corporation	5/2/2017	5195673	MARKET 32 BY PRICE CHOPPER
The Golub Corporation	5/15/2018	5471530	PICS BY PRICE CHOPPER
The Golub Corporation	5/1/2018	5460828	PICS
The Golub Corporation	12/13/2016	5099174	MARKET 32 BY PRICE CHOPPER

Owner Name	Registration Date	Registration Number	Trademark
			
The Golub Corporation	12/13/2016	5099175	MARKET 32 BY PRICE CHOPPER 
Tops Markets, LLC	7/26/2016	5007457	TOPS 
The Golub Corporation	7/31/2018	5530613	PICS BY PRICE CHOPPER
The Golub Corporation	9/4/2018	5556211	PICS
The Golub Corporation	7/31/2018	5530732	PICS BY PRICE CHOPPER
The Golub Corporation	9/17/2019	5863439	PICS
The Golub Corporation	9/4/2018	5556212	PICS
The Golub Corporation	11/3/2015	4847896	MARKET 32 BY PRICE CHOPPER 
The Golub Corporation	7/5/2016	4994160	MARKET 32 BY PRICE CHOPPER 
The Golub Corporation	7/21/2015	4778737	TOPS BUSINESS PLUS
The Golub Corporation	12/23/2014	4659675	BUTCHER'S PROMISE BY PRICE CHOPPER
The Golub Corporation	9/15/2015	4813906	MARKET 32

Owner Name	Registration Date	Registration Number	Trademark
The Golub Corporation	12/1/2015	4863737	MARKET BISTRO BY PRICE CHOPPER 
The Golub Corporation	12/1/2015	4863738	MARKET BISTRO BY PRICE CHOPPER
Tops Markets, LLC	11/19/2013	4435683	ORCHARDFRESH TASTEFULLY DONE
The Golub Corporation	5/7/2013	4331859	CORNER TO CORNER
Tops Markets, LLC	10/8/2013	4415615	ORCHARD FRESH
Tops Markets, LLC	7/2/2013	4362323	GLOUCESTER PIER SEAFOOD CO.
The Golub Corporation	2/12/2013	4290061	PRICE CHOPPER LIMITED
Tops Markets, LLC	10/23/2012	4231348	TOPS BONUS PLUS
Tops Markets, LLC	11/13/2012	4243364	TOPS COUPON CENTRAL 
Tops Markets, LLC	5/15/2012	4142759	TOPS GASPOINTS
Tops Markets, LLC	7/12/2011	3993400	TOPS YOUR NEIGHBORHOOD STORE WITH MORE
Tops Markets, LLC	4/7/2009	3602029	NYGROWN FRESH PICKED FOR TOPS 
Tops Markets, LLC	9/27/2005	3001996	TOPS

Owner Name	Registration Date	Registration Number	Trademark
Tops Markets, LLC	6/10/2008	3446451	TOPS
Tops Markets, LLC	6/28/2005	2963913	TOPS
Tops Markets, LLC	6/22/2004	2856078	TOPS
Tops Markets, LLC	1/15/2002	2529733	THE SAVINGS CART
Tops Markets, LLC	3/19/2002	2551177	TOPS XPRESS 
Tops Markets, LLC	3/7/2000	2326652	TOPS 
Tops Markets, LLC	3/7/2000	2326658	TOPS 
Tops PT, LLC	12/3/1996	2021018	P&C FOODS 
Tops PT, LLC	1/9/1990	1577082	P&C 
Tops Markets, LLC	8/2/1988	1499050	TOPS NEVER STOPS
Tops Markets, LLC	11/17/1987	1465722	TOPS
Tops Markets, LLC	3/17/1987	1433101	TOPS
Tops PT, LLC	11/23/1982	1217929	BIG BEAR 
Golub Corporation	3/24/1981	1148595	PRICE CHOPPER

Owner Name	Registration Date	Registration Number	Trademark
Golub Corporation	3/24/1981	1149164	PRICE CHOPPER
Tops Markets, LLC	6/20/1978	1094076	TOPS FRIENDLY MARKETS 
Tops Markets, LLC	9/7/1976	1047798	BAKER'S OVEN
Tops Markets, LLC	8/13/1974	991019	Design Only 
Tops PT, LLC	3/26/1974	981376	BIG BEAR
Tops Markets, LLC	10/19/1971	922571	B-KWIK
Tops Markets, LLC	1/21/1964	763677	TOPS

Pending U.S. Trademark Applications

None.

#97616164v4