

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Grand Supercenter, Inc.		03/27/2013	CORPORATION: NEW YORK
H Mart Companies, Inc.		03/27/2013	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	135 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4281715	HONG RAMYUN
Serial Number:	85260098	MAMA CHU'S
Serial Number:	85484008	FOODCELL
Serial Number:	85483961	BEYOND THE OCEAN
Serial Number:	85493190	ORGANIC FARM
Serial Number:	85554939	OHSUNG
Serial Number:	85550096	YES!CHIPS!
Serial Number:	85619177	WOLDONG CEREMONIAL PREMIUM KIMCHI
Serial Number:	85827212	ORGANIC FARM GOOD FROM THE GROUND UP
Serial Number:	85538454	A KOREAN TRADITION MADE IN AMERICA. SINC

CORRESPONDENCE DATA

Fax Number: 2127557306

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

TRADEMARK

via US Mail.

Phone: 212-326-3939
Email: NYTEF@JONESDAY.COM
Correspondent Name: Jan W. Egan, Esq.
Address Line 1: 222 East 41st Street
Address Line 2: Jones Day
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	739326-142042
NAME OF SUBMITTER:	Jan W. Egan
Signature:	/Jan W. Egan/
Date:	10/01/2013

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 27, 2013, is made between Grand Supercenter, Inc., a New York corporation, and H Mart Companies, Inc., a New York corporation (each, a "Grantor" and collectively, the "Grantors"), and Bank of America, N.A., as administrative agent (together with its successors) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

WITNESSETH:

WHEREAS, H Mart, Inc., an affiliate of the Grantors, and the Administrative Agent, among others, are parties to a Credit Agreement, dated as of September 16, 2011 (as the same has been and may hereafter be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the Secured Parties party thereto;

WHEREAS, in connection with the Credit Agreement, each Grantor has executed and delivered a Guarantee and Security Agreement, dated as of September 16, 2011 (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Security Agreement");

WHEREAS, pursuant to the Guarantee and Security Agreement, each Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations and Grantor Obligations; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Secured Parties to continue to make Loans and issue or participate in Letters of Credit pursuant to the Credit Agreement, each Grantor agrees, for the benefit of each Lender, as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Guarantee and Security Agreement.

Section 2. Grant of Security Interest. Each Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Administrative Agent, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by such Grantor (the "Trademark Collateral"):

(a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those filed or registered items referred to in Item A of Schedule I attached hereto, whether currently in use or not, all registrations and

recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (each, a “Trademark”);

(b) all Trademark licenses for the grant by or to such Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I attached hereto; and

(c) all proceeds of, and rights associated with, the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license.

Notwithstanding the foregoing, “Trademark Collateral” shall not include any general intangibles or other rights arising under any contracts, instruments, licenses or other documents relating to any of the foregoing Trademark Collateral as to which the grant of a security interest would (i) constitute a violation of a valid and effective restriction in favor of a third party on such grant, unless and until any required consents shall have been obtained or (ii) give any other party to such contract, instrument, license or other document the right to terminate its obligations thereunder pursuant to any valid and effective provision thereof.


Section 3. Guarantee and Security Agreement. This Agreement has been executed and delivered by the Grantors for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for the benefit of the Secured Parties under the Guarantee and Security Agreement. The Guarantee and Security Agreement (and all rights and remedies of the Administrative Agent and each Lender thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Guarantee and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.


Section 5. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRAND SUPERCENTER, INC.

By: 
Name: Ilyeon Kwon
Title: president

H MART COMPANIES, INC.

By: 
Name: Ilyeon Kwon
Title: president

BANK OF AMERICA, N.A., as
Administrative Agent

By: Angela Parkin
Name: Angela Parkin
Title: Assistant Vice President

[Trademark Security Agreement (Grand Supercenter/H Mart Companies)]

TRADEMARK
REEL: 005122 FRAME: 0763

SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

Registered Trademarks

Company	Mark; Trade name	Appl. No./ Date	Reg. No./ Date	Status	Jurisdiction of Registration
Grand Supercenter, Inc.	Hong Ramyun	85/520,153 1/19/2012	4,281,715 1/29/2013	Live	U.S.

Pending Trademark Applications

Company	Mark; Trade name	Appl. No./ Date	Reg. No./ Date	Status	Jurisdiction of Registration
Grand Supercenter, Inc.	Mama Chu's	85/260,098 03/07/11	Not assigned yet	Live	U.S.
Grand Supercenter, Inc.	FoodCell	85/484,008 11/30/11	Not assigned yet	Live	U.S.
Grand Supercenter, Inc.	Beyond the Ocean	85/483,961 11/30/11	Not assigned yet	Live	U.S.
Grand Supercenter, Inc.	Organic Farm	85/493,190 12/12/11	Not assigned yet	Live	U.S.
Grand Supercenter, Inc.	Ohsung	85/554,939 2/28/2012	Not assigned yet	Live	U.S.
Grand Supercenter, Inc.	Yes!Chips!	85/550,096 2/22/2012	Not assigned yet	Live	U.S.
Grand Supercenter, Inc.	Woldong ceremonial Premium Kimchi	85/619,177 5/08/2012	Not assigned yet	Live	U.S.
Grand Supercenter, Inc.	Organic Farm Good from the Ground Up	85/827,212 1/18/2013	Not assigned yet	Live	U.S.
H Mart Companies, Inc.	A Korean Tradition Made in America. Since 1982	85/538,454 2/9/2013	Not assigned yet	Live	U.S.

Item B. Trademark Licenses

<u>*Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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None.