

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM417209

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
H Mart Companies, Inc.		02/23/2017	Corporation: NEW YORK
Grand Supercenter Inc.		02/23/2017	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	101 N. Tryon Street, Bank of America Plaza		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255-0001		
Entity Type:	National Banking Association: NORTH CAROLINA		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4842882	SAKURA MOON	
Registration Number:	5023956	ESENCIA	
Registration Number:	5070107	WOLDONG WORLD'S BEST KIMCHI	
Registration Number:	5083187	MELLOW PIE	
Registration Number:	4934218	BOB 'N JOE	
Serial Number:	86841079	SEVEN SEAS	
Serial Number:	86268400	WORLD BEST KIMCHI WOLDONG	
Serial Number:	86913557	RAW NATURE	
Serial Number:	86945555	CAFÉ L'AMI	
Serial Number:	87073494	H	
Serial Number:	87279822		
Serial Number:	86899304	OH	
CORRESPONDENCE DATA			
Fax Number:	6174496999		
<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>			
Phone:	617-449-3939		
Email:	elabarge@jonesday.com		

CH \$315.00 4842882

Correspondent Name: Lindsey Hebert
Address Line 1: 100 High Street
Address Line 2: Jones Day
Address Line 4: Boston, MASSACHUSETTS 02110-1781

NAME OF SUBMITTER: Lindsey Hebert

SIGNATURE: /Lindsey Hebert/

DATE SIGNED: 02/23/2017

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of February 23, 2017, is made between H Mart Companies, Inc., a New York corporation, Grand Supercenter 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 Guarantor 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 each Grantor 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.

H MART COMPANIES, INC.

By: 
Name: Ilyeon Kwon
Title: president

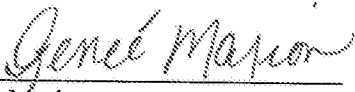
GRAND SUPERCENTER INC.

By: 
Name: Ilyeon Kwon
Title: president

[Signature Page to Trademark Security Agreement]

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

By: 
Name: Renee Marion
Title: Assistant Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
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SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

Registered Trademarks

Company	Mark; Trade name	Serial No./ Filing Date	Reg. No./ Date	Status	Jurisdiction of Registration
Grand Supercenter Inc.	Sakura Moon	86507786 1/21/2015	4842882 10/27/2015	Live	U.S.
Grand Supercenter Inc.	Esencia	86716419 08/06/2015	5023956 08/16/2016	Live	U.S.
Grand Supercenter Inc.	Woldong, World's Best Kimchi	86856696 12/22/2015	5070107 10/25/2016	Live	U.S.
Grand Supercenter Inc.	Mellow Pie	86683597 06/28/2016	5083187 11/15/2016	Live	U.S.
H Mart Companies, Inc.	Bob 'N Joe	86678813 06/30/2015	4934218 04/05/2016	Live	U.S.

Pending Trademark Applications

Company	Mark; Trade name	Serial No./ Filing Date	Reg. No./ Date	Status	Jurisdiction of Registration
Grand Supercenter Inc.	Seven Seas	86841079 12/07/2015	Not assigned yet	Live	U.S.
Grand Supercenter Inc.	World Best Kimchi Woldong	86268400 05/01/14	Not assigned yet	Live	U.S.
Grand Supercenter, Inc.	OH	86899304 02/08/2016	Not assigned yet	Live	U.S.
Grand Supercenter, Inc.	Raw Nature	86913557 02/19/2016	Not assigned yet	Live	U.S.
Grand Supercenter, Inc.	Kira Kira	87279822 12/23/2016	Not assigned yet	Live	U.S.
H Mart Companies, Inc.	Café L'Ami	86945555 03/18/2016	Not assigned yet	Live	U.S.
H Mart Companies, Inc.	H	87073494 06/16/2016	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.