

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM541327

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
2ND AVE. LLC		09/18/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLUB CAPITAL LLC, AS ADMINISTRATIVE AGENT		
Street Address:	666 FIFTH AVENUE, 18TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10103		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4138838	2ND AVE VALUE STORES	
Registration Number:	3424118	2ND AVE.	
Registration Number:	4147611	GREENDROP	
Registration Number:	4233591	GREENDROP CHARITABLE DONATIONS CENTER	
Registration Number:	5810382	G	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<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:	312-577-8265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic c/o Katten		
Address Line 1:	525 W Monroe St		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	337968-334		
NAME OF SUBMITTER:	Kristin Brozovic		
SIGNATURE:	/Kristin Brozovic/		
DATE SIGNED:	09/18/2019		

CH \$140.00 4138838

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 18, 2019, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of GOLUB CAPITAL LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of September 18, 2019 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among 2ND AVE., a Delaware limited liability company (“Borrower”), THRIFT INTERMEDIATE HOLDINGS II, INC., a Delaware corporation (“Holdings”), THRIFT ACQUISITION, INC., a Delaware corporation (“Intermediate Holdings”), the several financial institutions from time to time party thereto (the “Lenders”) and Golub Capital LLC, as Administrative Agent for the Lenders, and the Administrative Agent and the Lenders have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to that certain Guaranty and Security Agreement, dated as of September 18, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), in favor of the Administrative Agent, to guarantee the Obligations (as defined in the Credit Agreement) of Borrower and the other Loan Parties; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under or with respect to any of the foregoing or otherwise with respect to such Trademarks, including, without limitation, all rights to sue and recover at law or in equity for any past, present or future infringement, misappropriation, dilution, violation or other impairment thereof;

provided, however, that the Trademark Collateral shall not include any Excluded Property.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including, without limitation, its validity, interpretation, construction, performance and enforcement.

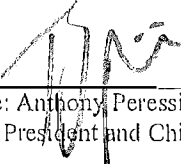
[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

2ND AVE. LLC

By 
Name: Anthony Peressini
Title: President and Chief Executive Officer

GREENDROP, LLC

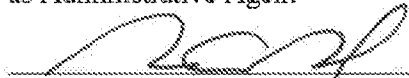
By 
Name: Anthony Peressini
Title: President and Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006747 FRAME: 0733

ACCEPTED AND AGREED
as of the date first above written:

GOLUB CAPITAL LLC,
as Administrative Agent

By 
Name: Marc C. Robinson
Title: Managing Director

[Signature Page to Trademark Security Agreement]

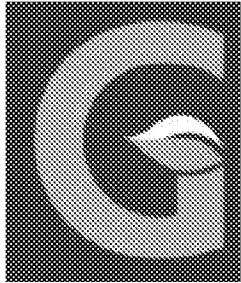
TRADEMARK
REEL: 006747 FRAME: 0734

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademarks:

Owner	Trademark Description	Registration No.	Date Registered	Country
2nd Ave. LLC	2ND AVE VALUE STORES	4138838	5/8/2012	USA
2nd Ave. LLC	2ND AVE.	3424118	5/6/2008	USA
Greendrop, LLC	GREENDROP	4147611	5/22/2012	USA
Greendrop, LLC	GreenDrop <small>CHARITABLE DONATIONS CENTER</small>	4233591	10/30/2012	USA
Greendrop, LLC		5810382	7/23/2019	USA

2. TRADEMARK APPLICATIONS

None.