

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM659615

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		06/20/2019	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Smart & Final Stores LLC		
Street Address:	600 Citadel Drive		
City:	Commerce		
State/Country:	CALIFORNIA		
Postal Code:	90040		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3776725	FIRST STREET	
Registration Number:	3776727	FIRST STREET	
Registration Number:	3776717	FIRST STREET	
Registration Number:	3776722	FIRST STREET	
Registration Number:	3596103	SIMPLY VALUE	
Registration Number:	3596099	SIMPLY VALUE	
Registration Number:	2327520	SMARTADVANTAGE	
Registration Number:	4348145	THIRST PUNCHER	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<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:	202.739.3000		
Email:	jennifer.evans@morganlewis.com		
Correspondent Name:	Morgan, Lewis & Bockius LLP		
Address Line 1:	1111 Pennsylvania Avenue, NW		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	034664-1422		
NAME OF SUBMITTER:	Jennifer C. Evans		

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SIGNATURE:	/Jennifer C. Evans/
DATE SIGNED:	07/13/2021
Total Attachments: 3 source=Termination and Release of Security Interest in Trademarks - ABL#page1.tif source=Termination and Release of Security Interest in Trademarks - ABL#page2.tif source=Termination and Release of Security Interest in Trademarks - ABL#page3.tif	

TERMINATION AND RELEASE
OF
SECURITY INTEREST IN TRADEMARKS

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Termination and Release") dated as of June 20, 2019 by **BANK OF AMERICA, N.A.**, in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, "Agent"), to Grantors listed on the Schedule I hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor").

WITNESSETH:

WHEREAS, pursuant to that certain ABL Trademark Security Agreement by and between the Grantors and the Agent dated December 2, 2016 in favor of the Agent, for the benefit of the Secured Parties (as amended, amended and restated, restated, supplemented, modified or otherwise in effect prior to the date hereof, the "Trademark Agreement"), a continuing security interest (the "Security Interest") was granted by the Grantors to the Agent in all of such Grantor's right, title and interest in and to the Trademark Collateral identified on Exhibit A attached hereto;

WHEREAS, an executed copy of the Trademark Agreement was recorded in the United States Patent and Trademark Office on December 2, 2016 at Reel 5934 Frame 0245;

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby agrees and acknowledges as follows:

1. Definitions. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Agreement.
2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral identified on Exhibit A attached hereto and made a part hereof, and re-assigns to the Grantors, without recourse, representation or warranty, all of Agent's right, title and interest that it may have in the Trademark Collateral, together with the goodwill of the business symbolized thereby. The Agent hereby authorizes the Grantors or the Grantors' authorized representative or designee to record this Termination and Release with the U.S. Patent and Trademark Office or any similar office or agency.
3. Further Assurances. Upon request by the Grantors, the Agent hereby agrees to duly execute, acknowledge and deliver to the Grantors any further documents and instruments and to do such other acts as may be reasonably necessary to effect the termination and release of the Security Interest contemplated hereby.

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

BANK OF AMERICA, N.A., as Agent

By: 
Name: Roger Malouf
Title: Senior Vice President

SCHEDULE 1

<u>Mark</u> (Reg. No./Ser. No.)	<u>Grantor</u>	<u>Country</u>	<u>Registered</u>	<u>Filed</u>	<u>Status</u>
FIRST STREET (Reg. No. 3,776,725)	Smart & Final Stores LLC	United States	04/20/2010	06/10/2008	Registered
FIRST STREET (Reg. No. 3,776,727)	Smart & Final Stores LLC	United States	04/20/2010/	06/10/2008	Registered
FIRST STREET (Reg. No. 3, 776,717)	Smart & Final Stores LLC	United States	04/20/2010	06/10/2008	Registered
FIRST STREET (Reg. No. 3,776,722)	Smart & Final Stores LLC	United States	04/20/2010	06/10/2008	Registered
SIMPLY VALUE (Reg. No. 3,596,103)	Smart & Final Stores LLC	United States	03/24/2009	12/21/2007	Registered
SIMPLY VALUE (Reg. No. 3,596,099)	Smart & Final Stores LLC	United States	03/24/2009	12/21/2007	Registered
SMARTADVANTAGE (Reg. No. 2,327,520)	Smart & Final Stores	United States	03/14/2000	11/01/1996	Registered
THIRST PUNCHER (Reg. No. 4,348,145)	Smart & Fina Stores LLC	United States	06/04/2013	08/14/2012	Registered