

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM757521

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Golub Corporation		09/23/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	100 Federal Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6751783	BUTCHER'S PROMISE	
Registration Number:	6751848	BUTCHER'S PROMISE SATISFACTION GUARANTEE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	617-248-5000		
Email:	tmadmin@choate.com		
Correspondent Name:	Sara M. Bauer		
Address Line 1:	Two International Place		
Address Line 2:	Choate Hall & Stewart LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2012947-0006		
NAME OF SUBMITTER:	Catherine C. Maresh		
SIGNATURE:	/Catherine C. Maresh/		
DATE SIGNED:	09/26/2022		
Total Attachments: 6			
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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 September 23, 2022, is made by The Golub Corporation, a Delaware corporation (the “Grantor”) in favor of Bank of America, N.A., 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 Amended and Restated Credit Agreement, dated as of November 8, 2021 (as amended, restated, amended and restated, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Grantor, Tops Markets Corporation, a Delaware corporation (“Tops”, and together with the Grantor, collectively, the “Lead Borrowers”), the other Borrowers party thereto from time to time (collectively, together with the Lead Borrowers, the “Borrowers”), Project P Intermediate 2, LLC, a Delaware limited liability company (“Holdings”), the Subsidiaries of Holdings (other than the Borrowers) party thereto from time to time as Facility Guarantors (collectively, together with Holdings, the “Guarantors”), the lenders party thereto from time to time (each a “Lender”, and collectively, the “Lenders”), Bank of America, N.A., as Administrative Agent, an Issuing Bank, and Swingline Lender for the Lenders, and the other agents and arrangers party thereto from time to time.

WHEREAS, as a condition precedent to the Lenders making any loans or otherwise extending credit to and each Issuing Bank issuing, extending or renewing Letters of Credit for the benefit of the Borrowers under the Credit Agreement, the Grantor has executed and delivered that certain Amended and Restated Security Agreement, dated as of November 8, 2021, made by the Grantor to 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, the 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 the 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, the 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 and Security Agreement.

Section 2. Grant of Security. The 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 the 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 the 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. The 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 and any document, amendment, approval, consent, information, notice, certificate, request, statement, disclosure or authorization related to this Trademark Security Agreement (each a "Communication"), including Communications required to be in writing, may be in the form of an Electronic Record and may be executed using Electronic Signatures. The Grantor agrees that any Electronic Signature on or associated with any Communication shall be valid and binding on the Grantor to the same extent as a manual, original signature, and that any Communication entered into by Electronic Signature, will constitute the legal, valid and binding obligation of the Grantor enforceable against such in accordance with the terms thereof to the same extent as if a manually executed original signature was delivered. Any Communication may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts are one and the same Communication. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the Administrative Agent and each of the Secured Parties of a manually signed paper Communication which has been converted into electronic form (such as scanned into PDF format), or an electronically signed Communication converted into another format, for transmission, delivery and/or retention. The Administrative Agent and each of the Secured Parties may, at its option, create one or more copies of any Communication in the form of an imaged Electronic Record ("Electronic Copy"), which shall be deemed created in the ordinary course of that such Person's business, and destroy the original paper document. All Communications in the form of an Electronic Record, including an Electronic Copy, shall be considered an original for all purposes, and shall have the same legal effect, validity, and enforceability as a paper record. Notwithstanding anything contained herein to the contrary, the Administrative Agent is under no obligation to accept an Electronic Signature in any form or in any format unless expressly agreed to by the Administrative Agent pursuant to procedures approved by it; *provided, further*, without limiting the foregoing, (a) to the extent the Administrative Agent has agreed to accept such Electronic Signature, the Administrative Agent and each of the Secured Parties shall be entitled to rely on any such Electronic Signature purportedly given by or on behalf of the Grantor without further verification, and (b) upon the request of the Administrative Agent or any Lender, any Electronic Signature shall be promptly followed by such manually executed counterpart. For purposes hereof, "Electronic Record" and "Electronic Signature" shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.

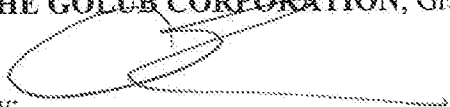
Section 6. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative 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.

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

THE GOLUB CORPORATION, Grantor



By: _____

Name: Carrie Terraferma

Title: Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007855 FRAME: 0523

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

By: 

Name: Matthew Potter

Title: Senior Vice President


[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 007855 FRAME: 0524**

**SCHEDULE A
TO TRADEMARK SECURITY AGREEMENT**

TRADEMARKS

All intent-to-use trademarks are identified with an asterisk (*)

<u>Trademark</u>	<u>Serial / Registration No.</u>	<u>Application/Registration Date</u>
BUTCHER'S PROMISE	6751783	06/07/22
BUTCHER'S PROMISE 100% SATISFACTION GUARANTEED 	6751848	06/07/22