

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM778234

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900721867		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Golub Corporation		09/23/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Ankura Trust Company, LLC		
Street Address:	140 Sherman Street, 4th Floor		
City:	Fairfield		
State/Country:	CONNECTICUT		
Postal Code:	06824		
Entity Type:	Limited Liability Company: DELAWARE		
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:	4045413372		
<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:	404-815-6500		
Email:	brook@kilpatricktownsend.com		
Correspondent Name:	William H. Brewster		
Address Line 1:	1100 Peachtree Street, Suite 2800		
Address Line 2:	Mailstop: IP Docketing - 22		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	1232417		
NAME OF SUBMITTER:	Beth Rook		
SIGNATURE:	/Beth Rook/		
DATE SIGNED:	01/04/2023		
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 Ankura Trust Company, LLC, 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 Term Loan 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 Project P Intermediate 2, LLC, a Delaware limited liability company (“Holdings”), Pines Merger Sub, Inc., a Delaware corporation (the “Pines Initial Borrower”, upon the consummation of the Merger (as defined in the Credit Agreement), to be merged with and into The Golub Corporation, a Delaware corporation, with The Golub Corporation as the surviving entity (“Golub” and the “Lead Administrative Borrower”), TMC Merger Sub, Inc., a Delaware corporation (the “Tops Initial Borrower”, upon the consummation of the Merger, to be merged with and into Tops Markets Corporation, a Delaware corporation, with Tops Markets Corporation as the surviving entity (“Tops” and together with Golub, each a “Borrower”, and collectively, the “Borrowers”), each Subsidiary (as defined in the Credit Agreement) of Holdings (other than the Borrowers) from time to time party thereto as Facility Guarantors (as defined in the Credit Agreement), each lender from time to time party thereto (each a “Lender”, and collectively, the “Lenders”) and the Administrative Agent, as administrative agent and collateral agent for the Lenders.

WHEREAS, as a condition precedent to the Lenders making any loans or otherwise extending credit to and for the benefit of the Borrowers under the Credit Agreement, the Grantor has executed and delivered that certain 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 have 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 Grantors 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.

[Remainder of this Page Intentionally Left Blank]

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

THE GOLUB CORPORATION, Grantor

By: 

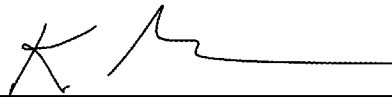
Name: Carrie Terraferma

Title: Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007897 FRAME: 0585

ANKURA TRUST COMPANY, LLC, as
Administrative Agent

By:  _____

Name: Krista Gulalo


Title: Managing Director

[Signature Page to Trademark Security Agreement]

SCHEDULE A
TO TRADEMARK SECURITY AGREEMENT

TRADEMARKS

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

<u>Mark</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