

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM786569

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION OF SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (TRADEMARKS)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MORGAN STANLEY SENIOR FUNDING, INC.		10/22/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GROCERY OUTLET INC.		
Street Address:	5650 HOLLIS STREET		
City:	EMERYVILLE		
State/Country:	CALIFORNIA		
Postal Code:	94068		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	4190703	AMELIA'S	
Registration Number:	4205087	AMELIA'S GROCERY OUTLET	
Registration Number:	4518765	BARGAIN MINUTE	
Registration Number:	2964247	BARGAINS ON BRANDS YOU TRUST!	
Registration Number:	4249974	BEN SAVEN	
Registration Number:	4190431	BIG BRANDS. LITTLE PRICES.	
Registration Number:	3744651	BUCK-O-RAMA	
Registration Number:	3701241	CANNED FOODS GROCERY OUTLETS	
Registration Number:	4249975	DOUG	
Registration Number:	3851513	EARTHLINE NATURALS	
Registration Number:	4112260	ECO-FRUGAL	
Registration Number:	4245918	FRUGAL FRIENDS	
Registration Number:	4769584	GO	
Registration Number:	3604714	GROCERY OUTLET BARGAIN MARKET	
Registration Number:	4479224	GROCERY OUTLET BARGAIN MARKET	
Registration Number:	2715156	GROCERY OUTLET BARGAINS ONLY!	
Registration Number:	2775580	GROCERY OUTLET BARGAINS ONLY!	
Registration Number:	3782829	HARVEST DAY	

CH \$640.00 4190703

Property Type	Number	Word Mark
Registration Number:	4135086	INDEPENDENCE FROM HUNGER
Registration Number:	4135088	INDEPENDENCE FROM HUNGER
Registration Number:	3779585	LADY LEE
Registration Number:	4249976	LOIS PRICES
Registration Number:	4247576	NOSH
Registration Number:	3802978	OVERSHOP. UNDERSPEND.
Registration Number:	4249977	TAMMY UNDERSPEND

CORRESPONDENCE DATA

Fax Number: 2124552502

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.

Phone: 2124552592

Email: ksolomon@stblaw.com

Correspondent Name: COURTNEY WELSHIMER, ESQ.

Address Line 1: SIMPSON THACHER & BARTLETT LLP

Address Line 2: 425 LEXINGTON AVENUE

Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	002166/0010
NAME OF SUBMITTER:	COURTNEY WELSHIMER
SIGNATURE:	/CW/
DATE SIGNED:	02/13/2023

Total Attachments: 4

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TERMINATION OF SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (TRADEMARKS)

This TERMINATION OF SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT for Trademarks, dated as of October 22, 2018 (this “*IP Security Release*”), is executed and delivered by MORGAN STANLEY SENIOR FUNDING, INC. in its capacity as collateral agent (in such capacity, the “*Collateral Agent*”) for the Second Lien Secured Parties (as that term is defined in the First Lien Security Agreement dated as of October 21, 2014 (as amended, amended and restated, supplemented or otherwise modified through the date hereof, the “*Security Agreement*”) among GLOBE INTERMEDIATE CORP., a Delaware corporation, GOBP HOLDINGS, INC., a Delaware corporation, as Borrower, certain subsidiaries of Borrower, Morgan Stanley Senior Funding, Inc., as Collateral Agent) and GROCERY OUTLET INC. (“*Grantor*”). All capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to those terms in the Security Agreement.

WHEREAS, pursuant to that certain Second Lien Intellectual Property Security Agreement (Trademarks) dated as of October 21, 2014 (the “*IP Security Agreement*”), Grantor granted to the Collateral Agent for the benefit of the Second Lien Secured Parties a security interest in all of Grantor’s right, title and interest in and to the United States Trademark registrations and applications and exclusive licenses thereof (including all goodwill associated therewith or symbolized thereby), but excluding any “intent-to use” trademark application filed with the United States Patent and Trademark Office prior to the filing of a “Statement to Use” or “Amendment to Allege Use” with respect thereto, set forth in Schedule A hereto, including all rights to sue at law or in equity for any past, present, or future infringement, misappropriation, dilution, violation, misuse or other impairment thereof or unfair competition therewith, to receive and collect injunctive or other equitable relief and damages and compensation, and to receive and collect Proceeds therefrom (collectively, the “*Collateral*”);

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office on October 23, 2014 at Reel/Frame 5386/0363;

WHEREAS, in accordance with section 13.17 of the Credit Agreement, the Collateral Agent now desires to execute and deliver this IP Security Release to evidence the release of its lien on and security interest in and to the Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Collateral Agent and Grantor hereby agree as follows:

SECTION 1. Release of Security Interest. The Collateral Agent does hereby terminate, release and convey to Grantor, without recourse, representation or warranty of any kind, all of the Collateral Agent’s right, title and interest in and to Grantor’s right, title and interest in and to the Collateral, and any right, title or interest of the Collateral Agent in such Collateral shall hereby cease and become void.

SECTION 2. Further Assurances. The Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby.

SECTION 3. Governing Law. This IP Security Release and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the undersigned has caused this IP Security Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

MORGAN STANLEY SENIOR FUNDING, INC.,
as Collateral Agent

By: 
Name: Brendan MacBride
Title: Authorized Signatory

Schedule A

UNITED STATES TRADEMARKS AND EXCLUSIVE LICENSES THEREOF

Trade-Mark	App. No.	Trademark No.	Owner
AMELIA'S	85509370	4190703	Grocery Outlet Inc.
AMELIA'S GROCERY OUTLET	85509375	4205087	Grocery Outlet Inc.
BARGAIN MINUTE	85808393	4518765	Grocery Outlet Inc.
BARGAINS ON BRANDS YOU TRUST!	78424125	2964247	Grocery Outlet Inc.
BEN SAVEN	85597891	4249974	Grocery Outlet Inc.
BIG BRANDS. LITTLE PRICES.	85505693	4190431	Grocery Outlet Inc.
BUCK-O-RAMA	77772416	3744651	Grocery Outlet Inc.
CANNED FOODS GROCERY OUTLETS	77699947	3701241	Grocery Outlet Inc.
DOUG	85597895	4249975	Grocery Outlet Inc.
EARTHLINE NATURALS	77856438	3851513	Grocery Outlet Inc.
ECO-FRUGAL	77867458	4112260	Grocery Outlet Inc.
FRUGAL FRIENDS	85597910	4245918	Grocery Outlet Inc.
	86135411	4769584	Grocery Outlet Inc.
GROCERY OUTLET BARGAIN MARKET	77561753	3604714	Grocery Outlet Inc.
	86032740	4479224	Grocery Outlet Inc.
GROCERY OUTLET BARGAINS ONLY	76314254	2715156	Grocery Outlet Inc.
	78143358	2775580	Grocery Outlet Inc.
HARVEST DAY	78832121	3782829	Grocery Outlet, Inc.
INDEPENDENCE FROM HUNGER	85410590	4135086	Grocery Outlet Inc.
INDEPENDENCE FROM HUNGER	85410597	4135088	Grocery Outlet Inc.
LADY LEE	78831598	3779585	Grocery Outlet, Inc.
LOIS PRICES	85597916	4249976	Grocery Outlet Inc.
NOSH	85128472	4247576	Grocery Outlet Inc.
OVERSHOP. UNDERSPEND.	77856328	3802978	Grocery Outlet Inc.
TAMMY UNDERSPEND	85597923	4249977	Grocery Outlet Inc.