

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECOND LIEN SECURITY RELEASE AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HSBC BANK USA, NATIONAL ASSOCIATION		10/09/2009	NATIONAL ASSOCIATION: UNITED STATES

RECEIVING PARTY DATA

Name:	HANK HOLDING CORPORATION
Street Address:	1585 BROADWAY, 39TH FLOOR
Internal Address:	C/O: MORGAN STANLEY CAPITAL PARTNERS V FUNDING LLP
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	CORPORATION: DELAWARE

Name:	HANK ACQUISITION COMPANY LLC
Street Address:	6363 MAIN STREET
City:	WILLIAMSVILLE
State/Country:	NEW YORK
Postal Code:	14221
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	TOPS MARKETS, LLC
Street Address:	6363 MAIN STREET
City:	WILLIAMSVILLE
State/Country:	NEW YORK
Postal Code:	14221
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK

PROPERTY NUMBERS Total: 21

900145018

**TRADEMARK
 REEL: 004076 FRAME: 0336**

CH \$540.00 1047798

Property Type	Number	Word Mark
Registration Number:	1047798	BAKER'S OVEN
Registration Number:	0922571	B-KWIK
Registration Number:	0991019	
Registration Number:	1449161	FINAST
Registration Number:	0557127	FINAST
Registration Number:	0959600	FINAST
Registration Number:	1457095	FINAST
Registration Number:	2529733	THE SAVINGS CART
Registration Number:	0763677	TOPS
Registration Number:	1433101	TOPS
Registration Number:	1465722	TOPS
Serial Number:	78469922	TOPS
Registration Number:	3001996	TOPS
Registration Number:	2856078	TOPS
Registration Number:	2963913	TOPS
Registration Number:	1092993	TOPS FINER FOODS
Registration Number:	1094076	TOPS FRIENDLY MARKETS
Registration Number:	1499050	TOPS NEVER STOPS
Registration Number:	2326658	TOPS
Registration Number:	2326652	TOPS
Registration Number:	2551177	TOPS XPRESS

CORRESPONDENCE DATA

Fax Number: (646)848-4455
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-848-4455
Email: jlik@shearman.com
Correspondent Name: Timothy Franklin
Address Line 1: 599 Lexington Avenue
Address Line 2: Shearman & Sterling LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	6921/1582
NAME OF SUBMITTER:	TIMOTHY FRANKLIN
Signature:	/TIMOTHY FRANKLIN/

Date:

10/09/2009

Total Attachments: 5

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INTELLECTUAL PROPERTY SECOND LIEN SECURITY RELEASE AGREEMENT

This INTELLECTUAL PROPERTY SECOND LIEN SECURITY RELEASE AGREEMENT is dated as of October 9, 2009 (the "*IP Security Release*") and executed and delivered by HSBC Bank USA, National Association, as Collateral Agent (the "*Collateral Agent*") for each of the Second Lien Secured Parties (as defined in the Second Lien Guarantee and Collateral Agreement referred to below), in favor of Tops Holding Corporation (f/k/a Hank Holding Corporation), Tops Markets, LLC, ARP Bradford LLC, and Tops Brands, Inc. (collectively, the "*Grantors*"). All capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to those terms in the Second Lien Credit Agreement, the Second Lien Guarantee and Collateral Agreement, and the IP Security Agreement (as defined below).

WHEREAS, Hank Holding Corporation, a Delaware corporation, Hank Acquisition Company, LLC, a Delaware limited liability company, and Tops Markets, LLC, a New York limited liability company, entered into a Second Lien Credit Agreement dated as of December 1, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Second Lien Credit Agreement*"), with the Lenders, HSBC Bank USA, National Association, as Administrative Agent and Collateral Agent and HSBC Securities (USA) Inc., as Sole Lead Arranger and Sole Bookrunner;

WHEREAS, Hank Holding Corporation has merged with and into Tops Holding Corporation and Hank Acquisition Company, LLC has merged with and into Tops Markets, LLC;

WHEREAS, as a condition precedent to the making of Loans by the Lenders under the Second Lien Credit Agreement, each Grantor has executed and delivered to the collateral agent (i) that certain Second Lien Guarantee and Collateral Agreement dated as of December 1, 2007 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Second Lien Guarantee and Collateral Agreement*") pursuant to which each Grantor granted a second priority security interest in, among other property, certain intellectual property of the Grantors to the Collateral Agent for the ratable benefit of the Second Lien Secured Parties, and (ii) that certain Intellectual Property Second Lien Security Agreement dated as of December 1, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*");

WHEREAS, the IP Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on January 4, 2008 at Reel 003690 and Frame 0334;

WHEREAS, the Collateral Agent now desires to release its security interest in and to the Grantors' right, title and interest in and to the Collateral (as defined in the IP Security Agreement) identified in Schedule A attached hereto.

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

SECTION 1. Release of Security Interest. The Collateral Agent does hereby release and convey to the Grantors, without recourse, representation or warranty of any kind, all of the Collateral Agent's right, title and interest in and to the Grantors' right, title and interest in and to the Collateral (as defined in the IP Security Agreement) identified in Schedule A attached hereto.

SECTION 2. Execution in Counterparts. This IP Security Release may be executed in any number of 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.

SECTION 3. Governing Law. This IP Security Release 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 parties hereto have caused this IP Security Release to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

HSBC BANK USA, NATIONAL
ASSOCIATION, as Collateral Agent

By: 

Name: Jason Fuqua

Title: Assistant Vice President

Schedule A

(See Attached)

Trademarks

Trademark Name	App. Number	Reg. Number
BAKER'S OVEN		1,047,798
B-KWIK		922,571
Diamond Hexagon Design		991,019
FINAST		1,449,161
FINAST		0,357,127
FINAST		0,959,600
FINAST and Design		1,457,099
HICKORY KITCHEN		828861
RX YOUR NEIGHBORHOOD DRUGSTORE AT TOPS Stylized and Design		819,519
RX YOUR NEIGHBORHOOD DRUGSTORE AT TOPS Stylized and Design		300608903034
SAYINGS CART, THE		2,529,733
TOPS		783,677
TOPS		1,433,181
TOPS		1,465,722
TOPS		R30181
TOPS		R30182
TOPS	78469,822	
TOPS		3,001,996
TOPS		2,856,078
TOPS		2,963,913
TOPS FINEER FOODS Stylized and Design		1,092,993
TOPS FRIENDLY MARKETS and Design		1,094,076
TOPS NEVER STOPS		1,499,050
TOPS Stylized		2,326,658
TOPS Stylized and Design		2,328,653
TOPS KPRESS and Design		2,551,177

Patents

NONE

Copyrights

NONE