

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tops Markets, LLC		10/09/2009	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., Collateral Agent		
Street Address:	100 Federal Street		
Internal Address:	9th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	1047798	BAKER'S OVEN	
Registration Number:	922571	B-KWIK	
Registration Number:	991019		
Registration Number:	959600	FINAST	
Registration Number:	557127	FINAST	
Registration Number:	3602029	NYGROWN FRESH PICKED FOR TOPS	
Registration Number:	2529733	THE SAVINGS CART	
Registration Number:	3001996	TOPS	
Registration Number:	3446451	TOPS	
Registration Number:	2856078	TOPS	
Registration Number:	2963913	TOPS	
Registration Number:	2326658	TOPS	
Registration Number:	2326652	TOPS	

CH \$540.00 1047798

Registration Number:	1465722	TOPS
Registration Number:	1433101	TOPS
Registration Number:	763677	TOPS
Registration Number:	1094076	TOPS FRIENDLY MARKETS
Registration Number:	1499050	TOPS NEVER STOPS
Registration Number:	2551177	TOPS XPRESS
Serial Number:	77608040	TOPSMART
Serial Number:	77624308	TOPSTIPS

CORRESPONDENCE DATA

Fax Number: (703)415-1557
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 703-415-1555
Email: mail@specializedpatent.com
Correspondent Name: Christopher E. Kondracki
Address Line 1: 1501 Wilson Boulevard
Address Line 2: Suite 510
Address Line 4: Arlington, VIRGINIA 22209

ATTORNEY DOCKET NUMBER:	9100801
NAME OF SUBMITTER:	Christopher E. Kondracki
Signature:	/Christopher E. Kondracki/
Date:	10/21/2009

Total Attachments: 5
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2 TRADEMARK SECURITY AGREEMENT

3 This TRADEMARK SECURITY AGREEMENT (this "Trademark Security
4 Agreement") is made as of this 9th day of October, 2009, among Tops Markets, LLC (the
5 "Grantor"), and Bank of America, N.A., in its capacity as collateral agent for the Credit Parties
6 (together with its successors, "Collateral Agent").

7 W I T N E S S E T H:

8 WHEREAS, Grantor has executed and delivered to Collateral Agent, for the
9 benefit of the Credit Parties, that certain Guarantee and Security Agreement dated as of October
10 9, 2009 (including all annexes, exhibits or schedules thereto, as from time to time amended,
11 restated, supplemented or otherwise modified, the "Security Agreement"); and

12 WHEREAS, pursuant to the Security Agreement, Grantor is required to execute
13 and deliver to Collateral Agent, for the benefit of the Credit Parties, this Trademark Security
14 Agreement;

15 NOW, THEREFORE, in consideration of the premises and mutual covenants
16 herein contained and for other good and valuable consideration, the receipt and sufficiency of
17 which are hereby acknowledged, Grantor hereby agrees as follows:

18 1. DEFINED TERMS. All capitalized terms used but not otherwise defined
19 herein have the meanings given to them in the Security Agreement.

20 2. GRANT OF SECURITY INTEREST IN TRADEMARK
21 COLLATERAL. Grantor hereby pledges and grants to Collateral Agent, for its own benefit and
22 for the benefit of the other Credit Parties, a lien on and security interest in all of the right, title
23 and interest of Grantor in, to and under the following (collectively, the "Trademark Collateral"):

24 (a) all of Grantor's United States Trademarks including those referred to on
25 Schedule I hereto, including the goodwill exclusively symbolized thereby, provided that
26 no security interest shall be granted in any United States intent-to-use trademark
27 applications to the extent that, and solely during the period in which, the grant of a
28 security interest therein would impair the validity or enforceability of such intent-to-use
29 trademark applications under applicable law;

30 (b) all renewals of the foregoing; and

31 (c) all proceeds of the foregoing, including any claim by Grantor against third
32 parties for past, present or future infringement or dilution of any United States
33 Trademark.

34 3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement
35 secures, and the Trademark Collateral is collateral security for, the payment and performance in
36 full when due of the Secured Obligations.

37 4. SECURITY AGREEMENT. The security interests granted pursuant to
38 this Trademark Security Agreement are granted in conjunction with the security interests granted
39 to Collateral Agent, for the benefit of the Credit Parties, pursuant to the Security Agreement.
40 Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with
41 respect to the security interest in the Trademark Collateral made and granted hereby are more
42 fully set forth in the Security Agreement, the terms and provisions of which are incorporated by
43 reference herein as if fully set forth herein.

44 5. COUNTERPARTS. This Trademark Security Agreement and any
45 amendments, waivers, consents or supplements hereto may be executed in any number of
46 counterparts and by different parties hereto in separate counterparts, each of which when so
47 executed and delivered shall be deemed to be an original, but all such counterparts together shall
48 constitute one and the same agreement.

49 6. CONSTRUCTION. The rules of interpretation adopted in Section 1.2 of
50 the Security Agreement shall be applicable to this Trademark Security Agreement.

51 7. INTERCREDITOR AGREEMENT. Notwithstanding anything to the
52 contrary contained herein, the lien and security interest granted to the Collateral Agent pursuant
53 to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral
54 Agent hereunder is subject to the provisions of the Intercreditor Agreement. In the event of any
55 conflict between the terms of the Intercreditor Agreement and the terms of this Trademark
56 Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

57 8. GOVERNING LAW. This Trademark Security Agreement shall be
58 governed by, and construed in accordance with, the laws of the State of New York, without
59 regard to conflicts of laws principles thereof.

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[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

TOPS MARKETS, LLC

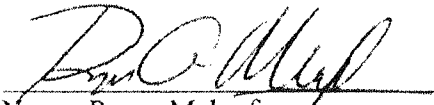
By: 
Name: Frank Curci
Title: Chief Executive Officer

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 004082 FRAME: 0637

**ACCEPTED AND ACKNOWLEDGED
BY:**

BANK OF AMERICA, N.A.,
as Collateral Agent

By: 
Name: Roger Malouf
Title: Vice President

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SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

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U.S. Trademarks and Applications for Registration

Grantor	Registration No.	Trademark
Tops Markets, LLC	1,047,798	BAKER'S OVEN
Tops Markets, LLC	922,571	B-KWIK
Tops Markets, LLC	991,019	Design only
Tops Markets, LLC	959,600	FINAST
Tops Markets, LLC	557,127	FINAST
Tops Markets, LLC	3,602,029	NYGROWN FRESH PICKED FOR TOPS
Tops Markets, LLC	2,529,733	THE SAVINGS CART
Tops Markets, LLC	3,001,996	TOPS
Tops Markets, LLC	3,446,451	TOPS
Tops Markets, LLC	2,856,078	TOPS
Tops Markets, LLC	2,963,913	TOPS
Tops Markets, LLC	2,326,658	TOPS
Tops Markets, LLC	2,326,652	TOPS
Tops Markets, LLC	1,465,722	TOPS
Tops Markets, LLC	1,433,101	TOPS
Tops Markets, LLC	763,677	TOPS
Tops Markets, LLC	1,094,076	TOPS FRIENDLY MARKETS
Tops Markets, LLC	1,499,050	TOPS NEVER STOPS
Tops Markets, LLC	2,551,177	TOPS XPRESS

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Grantor	Application No.	Trademark
Tops Markets, LLC	77-608,040	TOPSMART
Tops Markets, LLC	77-624,308	TOPSTIPS

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