

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Tops Markets, LLC		12/20/2012	LIMITED LIABILITY COMPANY: NEW YORK
Tops PT, LLC		12/20/2012	LIMITED LIABILITY COMPANY: NEW YORK

RECEIVING PARTY DATA

Name:	U.S. Bank National Association, as Collateral Agent
Street Address:	100 Wall Street, Suite 1600
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 40

Property Type	Number	Word Mark
Registration Number:	0991019	
Registration Number:	922571	B-KWIK
Registration Number:	1047798	BAKER'S OVEN
Registration Number:	0959600	FINAST
Registration Number:	0557127	FINAST
Registration Number:	3602029	NYGROWN FRESH PICKED FOR TOPS
Registration Number:	3907824	NY/PA GROWN FRESH PICKED FOR TOPS
Registration Number:	2529733	THE SAVINGS CART
Registration Number:	3446451	TOPS
Registration Number:	2963913	TOPS
Registration Number:	3001996	TOPS
Registration Number:	2856078	TOPS

OP \$1015.00 0991019

Registration Number:	0763677	TOPS
Registration Number:	1433101	TOPS
Registration Number:	1465722	TOPS
Registration Number:	2326658	TOPS
Registration Number:	2326652	TOPS
Registration Number:	4231348	TOPS BONUS PLUS
Registration Number:	4243364	TOPS COUPON CENTRAL
Registration Number:	4142117	TOPS E-BONUS SAVER
Registration Number:	1094076	TOPS FRIENDLY MARKETS
Registration Number:	4028330	TOPS GAS BONUSPOINTS
Registration Number:	4142759	TOPS GASPOINTS
Registration Number:	1499050	TOPS NEVER STOPS
Registration Number:	3858371	TOPSMART
Registration Number:	3951305	TOPSMART
Registration Number:	3929019	TOPSTIPS
Registration Number:	3993400	TOPS YOUR NEIGHBORHOOD STORE WITH MORE
Registration Number:	2551177	TOPS XPRESS
Registration Number:	0981376	BIG BEAR
Registration Number:	1217929	BIG BEAR
Registration Number:	3636274	BIG SMILES. FRESH FOOD. LOW PRICES.
Registration Number:	2540369	GARDEN FRESH PRODUCE NOW THAT'S FRESH!
Registration Number:	2588134	GLOUCESTER PIER
Registration Number:	0739090	P & C
Registration Number:	1577082	P&C
Registration Number:	1693854	P&C
Registration Number:	2021018	P&C FOODS
Serial Number:	85629649	GLOUCESTER PIER SEAFOOD CO.
Serial Number:	85629622	ORCHARD FRESH

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: daniel.cote@thomsonreuters.com

Correspondent Name: James P. Murphy, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: Cahill Gordon & Reindel LLP

TRADEMARK
REEL: 004926 FRAME: 0833

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:

James P. Murphy, Legal Assistant

Signature:

/daniel cote thomsonreuters/

Date:

12/21/2012

Total Attachments: 12

source=Tops - Trademark Security Agreement (Execution Version)#page1.tif
source=Tops - Trademark Security Agreement (Execution Version)#page2.tif
source=Tops - Trademark Security Agreement (Execution Version)#page3.tif
source=Tops - Trademark Security Agreement (Execution Version)#page4.tif
source=Tops - Trademark Security Agreement (Execution Version)#page5.tif
source=Tops - Trademark Security Agreement (Execution Version)#page6.tif
source=Tops - Trademark Security Agreement (Execution Version)#page7.tif
source=Tops - Trademark Security Agreement (Execution Version)#page8.tif
source=Tops - Trademark Security Agreement (Execution Version)#page9.tif
source=Tops - Trademark Security Agreement (Execution Version)#page10.tif
source=Tops - Trademark Security Agreement (Execution Version)#page11.tif
source=Tops - Trademark Security Agreement (Execution Version)#page12.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made as of this 20th day of December, 2012, among Tops Markets, LLC, a New York limited liability company, and Tops PT, LLC, a New York limited liability company (together, the “Grantors”), and U.S. Bank National Association, in its capacity as collateral agent for the Credit Parties (together with its successors, the “Collateral Agent”).

W I T N E S S E T H:

WHEREAS, the Grantors have executed and delivered to the Collateral Agent, for the benefit of the Credit Parties, that certain Guarantee and Security Agreement dated as of December 20, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”), among Tops Holding Corporation, a Delaware corporation, the Grantors, the other guarantors party thereto, and the Collateral Agent; and

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver to the Collateral Agent, for the benefit of the Credit Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree as follows:

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

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby pledges and grants to the Collateral Agent, for its own respective benefit and for the benefit of the other Credit Parties, a lien on and security interest in all of the right, title and interest of each of the Grantors in, to and under the following (collectively, the “Trademark Collateral”):

(a) all of the Grantors’ U.S. Trademarks, including those referred to on Schedule I hereto, including the goodwill exclusively symbolized thereby, provided that no security interest shall be granted in any U.S. intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable law;

(b) all renewals of the foregoing; and

(c) all proceeds of the foregoing, including any claim by the Grantors against third parties for past, present or future infringement or dilution of any U.S. Trademark.

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

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

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

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

7. INTERCREDITOR AGREEMENT. Notwithstanding anything to the contrary contained herein, the lien and security interest granted to the Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder is subject to the provisions of the Intercreditor Agreement (as defined in the Indenture). In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

8. INDENTURE. Notwithstanding anything to the contrary contained herein, in connection with its execution and acting hereunder, the Collateral Agent is entitled to all rights, privileges, benefits, protections, immunities and indemnities provided to it under the Indenture.

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantors have 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, as Grantor

By: _____

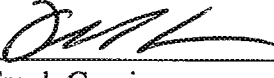

Name: Frank Curci

Title: President and Chief Executive Officer

TOPS, PT, LLC, as Grantor

By: Tops Markets, LLC, its sole member

By: _____


Name: Frank Curci

Title: President and Chief Executive Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 004926 FRAME: 0837**

ACCEPTED AND ACKNOWLEDGED BY:

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent

By: Beverly A. Freney
Name: Beverly A. Freney
Title: Vice President

[Signature Page to Trademark Security Agreement]



TRADEMARK
REEL: 004926 FRAME: 0838

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT






U.S. Trademarks and Applications for Registration


UNITED STATES TRADEMARKS:

Owner	Jurisdiction	Title	Application No.	Application Date	Reg. No.	Reg. Date
Tops Markets, LLC	U.S. Federal	Tops Logo (Design only) 	72455277	04/23/1973	0991019	8/13/1974
Tops Markets, LLC	U.S. Federal	B-KWIK	72372624	10/06/1970	922571	10/19/1971
Tops Markets, LLC	U.S. Federal	BAKER'S OVEN	73075799	01/30/1976	1047798	9/7/1976
Tops Markets, LLC	U.S. Federal	FINAST	72398783	07/30/1971	0959600	5/29/1973
Tops Markets, LLC	U.S. Federal	FINAST	71549431	02/16/1948	0557127	04/08/1952
Tops Markets, LLC	U.S. Federal	NY GROWN FRESH PICKED FOR TOPS & Design 	77557586	08/28/2008	3602029	04/07/2009
Tops Markets, LLC	U.S. Federal	NY/PA GROWN FRESH PICKED FOR TOPS & Design 	85056951	06/08/2010	3907824	01/18/2011
Tops Markets,	U.S. Federal	THE SAVINGS	76222301	03/06/2001	2529733	01/15/2002

Owner	Jurisdiction	Title	Application No.	Application Date	Reg. No.	Reg. Date
LLC		CART				
Tops Markets, LLC	U.S. Federal	TOPS	78469922	08/19/2004	3446451	06/10/2008
Tops Markets, LLC	U.S. Federal	TOPS	78271445	07/08/2003	2963913	06/28/2005
Tops Markets, LLC	U.S. Federal	TOPS	78498370	10/12/2004	3001996	09/27/2005
Tops Markets, LLC	U.S. Federal	TOPS	78271448	07/08/2003	2856078	06/22/2004
Tops Markets, LLC	U.S. Federal	TOPS	72138221	02/19/1962	0763677	01/21/1964
Tops Markets, LLC	U.S. Federal	TOPS	73526091	03/11/1985	1433101	03/17/1987
Tops Markets, LLC	U.S. Federal	TOPS	73617550	09/02/1986	1465722	11/17/1987
Tops Markets, LLC	U.S. Federal	TOPS (Stylized) 	75696852	05/03/1999	2326658	03/07/2000
Tops Markets, LLC	U.S. Federal	TOPS (Stylized letters and logo) 	75696508	05/03/1999	2326652	03/07/2000
Tops Markets, LLC	U.S. Federal	TOPS BONUS PLUS	85475378	11/17/2011	4231348	10/23/2012
Tops Markets, LLC	U.S. Federal	TOPS COUPON CENTRAL & Design	85462267	11/02/2011	4243364	11/13/2012

Owner	Jurisdiction	Title	Application No.	Application Date	Reg. No.	Reg. Date
						
Tops Markets, LLC	U.S. Federal	TOPS E-BONUS SAVER	85420865	09/12/2011	4142117	05/15/2012
Tops Markets, LLC	U.S. Federal	TOPS FRIENDLY MARKETS (and design) 	73129973	06/10/1977	1094076	06/20/1978
Tops Markets, LLC	U.S. Federal	TOPS GAS BONUSPOINTS	85420865	02/09/2011	4028330	09/20/2011
Tops Markets, LLC	U.S. Federal	TOPS GASPOINTS	85448953	10/17/2011	4142759	05/15/2012
Tops Markets, LLC	U.S. Federal	TOPS NEVER STOPS	73695959	11/13/1987	1499050	08/2/1988
Tops Markets, LLC	U.S. Federal	TOPSMART	77980270	11/05/2008	3858371	10/05/2010
Tops Markets, LLC	U.S. Federal	TOPSMART	77608040	11/05/2008	3951305	04/26/2011
Tops Markets, LLC	U.S. Federal	TOPSTIPS	77624308	12/02/2008	3929019	03/8/2011
Tops Markets, LLC	U.S. Federal	TOPS YOUR NEIGHBORHOOD STORE WITH MORE	85189257	12/02/2010	3993400	07/12/2011
Tops Markets, LLC	U.S. Federal	TOPS XPRESS (and design)	76169962	11/22/2000	2551177	03/19/2002

Owner	Jurisdiction	Title	Application No.	Application Date	Reg. No.	Reg. Date
						
Tops PT, LLC	U.S. Federal	BIG BEAR	72420126	03/31/1972	0981376	03/26/1974
Tops PT, LLC	U.S. Federal	BIG BEAR & Design 	73309693	05/11/1981	1217929	11/23/1982
Tops PT, LLC	U.S. Federal	BIG SMILES. FRESH FOOD. LOW PRICES.	77403663	02/22/2008	3636274	06/09/2009
Tops PT, LLC	U.S. Federal	GARDEN FRESH PRODUCE NOW THAT'S FRESH! 	76261675	05/23/2001	2540369	02/19/2002
Tops PT, LLC	U.S. Federal	GLOUCESTER PIER	76267281	06/05/2001	2588134	07/02/2002
Tops PT, LLC	U.S. Federal	P&C	72119410	05/05/1961	0739090	10/09/1962
Tops PT, LLC	U.S. Federal	P&C (stylized letters) 	73799860	05/15/1989	1577082	01/09/1990
Tops PT, LLC	U.S. Federal	P&C (stylized letters) 	74123156	12/03/1990	1693854	06/16/1992
Tops PT, LLC	U.S. Federal	P&C FOODS & Design	75049379	01/29/1996	2021018	12/03/1996

Owner	Jurisdiction	Title	Application No.	Application Date	Reg. No.	Reg. Date
						
Tops Markets, LLC	New York	RX YOUR NEIGHBORHOOD DRUGSTORE AT TOPS & Design	N/A	N/A	S-19539	3/29/2006
Tops Markets, LLC	New York	TOPS	N/A	N/A	R-27276 (now R-30181)	7/12/1993
Tops Markets, LLC	New York	TOPS	N/A	N/A	R-27278 (now R-30182)	7/12/1993
Tops Markets, LLC	Ohio	RX YOUR NEIGHBORHOOD DRUGSTORE AT TOPS & Design	N/A	N/A	2006089 03034	3/29/2006

Applications:

Owner	Jurisdiction	Title	Application No.	Application Date
Tops Markets, LLC	U.S. Federal	GLOUCESTER PIER SEAFOOD CO.	85629649	05/18/2012
Tops Markets, LLC	U.S. Federal	ORCHARD FRESH	85629622	05/18/2012

Licenses:

Agreement	Licensee	Licensor	Date
Perpetual Sublicense Agreement	Tops Markets LLC	Ahold IP, Inc.	December 1, 2007
License Agreement	Tops Markets, LLC	C&S Wholesale Grocers, Inc.	September 24, 2012
IP License Agreement	Tops Markets, LLC	GU Markets LLC	September 24, 2012

A number of trademarks are licensed to Tops Markets LLC pursuant to the Bylaws of Topco Holdings, Inc., dated March 1, 2012.

OTHER TRADEMARKS:

Registrations:

None.

Applications:

None.

Licenses:

None.