

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM499216

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Tops Markets, LLC		11/19/2018	Limited Liability Company: NEW YORK

RECEIVING PARTY DATA

Name:	Ankura Trust Company, LLC
Street Address:	214 NORTH MAIN STREET
City:	CONCORD
State/Country:	NEW HAMPSHIRE
Postal Code:	03301
Entity Type:	Limited Liability Company: NEW HAMPSHIRE

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Registration Number:	1047798	BAKER'S OVEN
Registration Number:	0922571	B-KWIK
Registration Number:	0991019	
Registration Number:	5507103	E-BONUS SAVER
Registration Number:	4362323	GLOUCESTER PIER SEAFOOD CO.
Registration Number:	3907824	NY/PA GROWN FRESH PICKED FOR TOPS
Registration Number:	3602029	NYGROWN FRESH PICKED FOR TOPS
Registration Number:	4415615	ORCHARD FRESH
Registration Number:	4435683	ORCHARDFRESH TASTEFULLY DONE
Registration Number:	2529733	THE SAVINGS CART
Registration Number:	3001996	TOPS
Registration Number:	3446451	TOPS
Registration Number:	1433101	TOPS
Registration Number:	2856078	TOPS
Registration Number:	2326652	TOPS
Registration Number:	2326658	TOPS
Registration Number:	1465722	TOPS
Registration Number:	2963913	TOPS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	0763677	TOPS
Registration Number:	5007457	TOPS
Serial Number:	85475378	TOPS BONUS PLUS
Serial Number:	86319686	TOPS BUSINESS PLUS
Serial Number:	85462267	TOPS COUPON CENTRAL
Serial Number:	85420865	TOPS E-BONUS SAVER
Serial Number:	73129973	TOPS FRIENDLY MARKETS
Serial Number:	85448953	TOPS GASPOINTS
Serial Number:	73695959	TOPS NEVER STOPS
Serial Number:	76169962	TOPS XPRESS
Serial Number:	85189257	TOPS YOUR NEIGHBORHOOD STORE WITH MORE
Serial Number:	77624308	TOPSTIPS
Serial Number:	87317438	YUM-OPOLY

CORRESPONDENCE DATA

Fax Number:

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.

Email: rpancholi@paulweiss.com, lfranco@paulweiss.com, aspoto@paulweiss.com

Correspondent Name: Rima Pancholi

Address Line 1: Paul Weiss Rifkind Wharton & Garrison LLP

Address Line 2: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	22177-001
NAME OF SUBMITTER:	Rima Pancholi
SIGNATURE:	/Rima Pancholi/
DATE SIGNED:	11/21/2018

Total Attachments: 9

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Notice of Security Interests (Second Lien) in Trademarks

NOTICE OF SECURITY INTERESTS (SECOND LIEN) IN TRADEMARKS dated as of November 19, 2018 (this "Trademark Security Agreement"), made by Tops Markets, LLC, a New York limited liability company (the "Grantor"), in favor of Ankura Trust Company, LLC, as Trustee and Collateral Agent (in such capacities, "Collateral Agent").

WHEREAS, under the terms of the Guarantee and Security Agreement (Second Lien Notes), made by the Grantor and the Guarantors (as defined therein) in favor of the Collateral Agent, dated as of November 19, 2018 ("Guarantee and Security Agreement (Second Lien Notes)"), the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties (as defined therein), a second lien on and security interest in and to all of the right, title and interest of such Grantor in, to and under all Intellectual Property Collateral of the Grantor, wherever located, and whether now existing or hereafter arising or acquired from time to time, among other property, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office (the "USPTO").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. *Terms.* Capitalized terms used in this Trademark Security Agreement and not otherwise defined herein have the meanings specified in the Guarantee and Security Agreement (Second Lien Notes).

SECTION 2. *Grant of Security Interest.* As collateral security for the payment and performance, as the case may be, in full of the Secured Obligations, the Grantor pursuant to the Guarantee and Security Agreement (Second Lien Notes) hereby pledges and grants to the Collateral Agent, for its own benefit and for the benefit of the other Secured Parties, a second lien on and security interest in and to all of the right, title and interest of such Grantor in, to and under all U.S. Trademarks of the Grantor, to the extent included in the Intellectual Property Collateral, whether now existing or hereafter arising or acquired from time to time (collectively, the "Trademark Collateral"): all trademarks (including service marks), certification marks, trade dress, uniform resource locations (URLs), domain names, corporate names and trade names, whether registered or unregistered, owned by or assigned to such Grantor and all registrations and applications for the foregoing (whether statutory or common Law), together, in each case, with the goodwill exclusively symbolized thereby, including, without limitation, the registrations and applications listed on Schedule I hereto, and together with any and all (i) extensions and renewals thereof, (ii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including, without limitation, damages, claims and payments for past, present or future infringements thereof, and (iii) rights corresponding thereto throughout the world and (iv) rights to sue for past, present and future infringements thereof, but excluding, in all cases, any Excluded Property.

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 hereby requests and authorizes the USPTO to record this Trademark Security Agreement against the Trademark Collateral.


SECTION 5. *Counterparts.* This Trademark Security Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission (including .pdf file) shall be as effective as delivery of a manually signed original.

SECTION 6. *Governing Law.* THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST), BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

TOPS MARKETS, LLC,
as Grantor

By: 
Name: Frank Curci
Title: Chief Executive Officer

**Ankura Trust Company, LLC,
not in its individual capacity, but solely in
its capacity as Collateral Agent**

By:



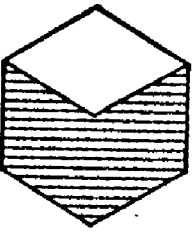
Name: Ryan M. Roy

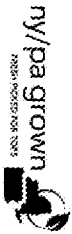

Title: Managing Director



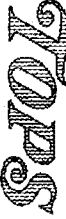

[Signature Page to Notice of Security Interests (Second Lien) in Trademarks]

**TRADEMARK
REEL: 006487 FRAME: 0606**


Trademarks Owned by the Grantor
U.S. Trademark Registrations & Applications

	Mark	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner Name	Status
1.	BAKER'S OVEN	73075799 30-JAN-1976	1047798 07-SEP-1976	TOPS MARKETS, LLC	Registered
2.	B-KWIK	72372624 06-OCT-1970	0922571 19-OCT-1971	TOPS MARKETS, LLC	Registered
3.	<i>Design Only</i> 	72455277 23-APR-1973	0991019 13-AUG-1974	TOPS MARKETS, LLC	Registered
4.	E-BONUS SAVER E-BONUS SAVER	87683430 14-NOV-2017	5507103 03-JUL-2018	TOPS MARKETS, LLC	Registered
5.	GLOUCESTER PIER SEAFOOD CO. GLOUCESTER PIER SEAFOOD CO.	85629649 18-MAY-2012	4362323 02-JUL-2013	TOPS MARKETS, LLC	Registered

6.	NY/PA GROWN FRESH PICKED FOR TOPS 	85056951 08-JUN-2010	3907824 18-JAN-2011	TOPS MARKETS, LLC	Registered
7.	NYGROWN FRESH PICKED FOR TOPS  FRESH PICKED FOR TOPS	77557586 28-AUG-2009	3602029 07-APR-2009	TOPS MARKETS, LLC	Registered
8.	ORCHARD FRESH ORCHARD FRESH	85629622 18-MAY-2012	4415615 08-OCT-2013	TOPS MARKETS, LLC	Registered
9.	ORCHARDFRESH TASTEFULLY DONE ORCHARDFRESH TASTEFULLY DONE	85883632 22-MAR-2013	4435683 03-SEP-2013	TOPS MARKETS, LLC	Registered
10.	THE SAVINGS CART	76222301 06-MAR-2001	2529733 15-JAN-2002	TOPS MARKETS, LLC	Registered
11.	TOPS TOPS	78498370 12-OCT-2004	3001996 27-SEP-2005	TOPS MARKETS, LLC	Registered

12.	TOPS	78469922 01-NOV-2005	3446451 10-JUN-2008	TOPS MARKETS, LLC	Registered
					
13.	TOPS	73526091 11-MAR-1985	1433101 17-MAR-1987	TOPS MARKETS, LLC	Registered
14.	TOPS	78271448 08-JUL-2003	2856078 22-JUN-2004	TOPS MARKETS, LLC	Registered
15.	TOPS	75696508 03-MAY-1999	2326652 07-MAR-2000	TOPS MARKETS, LLC	Registered
					
16.	TOPS	75696852 03-MAY-1999	2326658 07-MAR-2000	TOPS MARKETS, LLC	Registered
					
17.	TOPS	73617550 02-SEP-1986	1465722 17-NOV-1987	TOPS MARKETS, LLC	Registered
18.	TOPS	78271445 08-JUL-2003	2963913 28-JUN-2005	TOPS MARKETS, LLC	Registered
19.	TOPS	72138221 19-FEB-1962	0763677 21-JAN-1964	TOPS MARKETS, LLC	Registered
20.	TOPS	86842933 08-DEC-2015	5007457 26-JUL-2016	TOPS MARKETS, LLC	Registered
					

21.	TOPS BONUS PLUS TOPS BONUS PLUS	85475378 17-NOV-2011	4231348 23-OCT-2012	TOPS MARKETS, LLC	Registered
22.	TOPS BUSINESS PLUS TOPS BUSINESS PLUS	86319686 25-JUN-2014	4778737 21-JUL-2015	TOPS MARKETS, LLC	Registered
23.	TOPS COUPON CENTRAL 	85462267 02-NOV-2011	4243364 13-NOV-2012	TOPS MARKETS, LLC	Registered
24.	TOPS E-BONUS SAVER TOPS E-BONUS SAVER	85420865 12-SEP-2011	4142117 15-MAY-2012	TOPS MARKETS, LLC	Registered
25.	TOPS FRIENDLY MARKETS 	73129973 10-JUN-1977	1094076 20-JUN-1978	TOPS MARKETS, LLC	Registered
26.	TOPS GASPOINTS TOPS GASPOINTS	85448953 17-OCT-2011	4142759 15-MAY-2012	TOPS MARKETS, LLC	Registered
27.	TOPS NEVER STOPS	73695959 13-NOV-1987	1499050 02-AUG-1988	TOPS MARKETS, LLC	Registered

28.	TOPS XPRESS 	76169962 22-NOV-200	2551177 19-MAR-2002	TOPS MARKETS, LLC	Registered
29.	TOPS YOUR NEIGHBORHOOD STORE WITH MORE TOPS YOUR NEIGHBORHOOD STORE WITH MORE	85189257 02-DEC-2010	3993400 12-JUL-2011	TOPS MARKETS, LLC	Registered
30.	TOPSTIPS TOPSTIPS	77624308 02-DEC-2008	3929019 08-MAR-2011	TOPS MARKETS, LLC	Registered
31.	YUM-OPOLY YUM-OPOLY	87317438 30-JAN-2017	Not Available	TOPS MARKETS, LLC	Pending