

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM499211

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ankura Trust Company, LLC		11/19/2018	Limited Liability Company: NEW HAMPSHIRE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Tops PT, LLC		
<b>Street Address:</b>	1760 Wehrle Drive		
<b>City:</b>	Williamsville		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	14221		
<b>Entity Type:</b>	Limited Liability Company: NEW YORK		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0981376	BIG BEAR	
<b>Registration Number:</b>	1217929	BIG BEAR	
<b>Registration Number:</b>	3636274	BIG SMILES. FRESH FOOD. LOW PRICES.	
<b>Registration Number:</b>	2540369	GARDEN FRESH PRODUCE NOW THAT'S FRESH!	
<b>Registration Number:</b>	2588134	GLOUCESTER PIER	
<b>Registration Number:</b>	0739090	P & C	
<b>Registration Number:</b>	1577082	P&C	
<b>Registration Number:</b>	1693854	P&C	
<b>Registration Number:</b>	2021018	P&C FOODS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>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.</i>			
<b>Email:</b>	rpancholi@paulweiss.com, lfranco@paulweiss.com, aspoto@paulweiss.com		
<b>Correspondent Name:</b>	Rima Pancholi		
<b>Address Line 1:</b>	Paul Weiss Rifkind Wharton & Garrison LLP		
<b>Address Line 2:</b>	1285 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10019-6064		

CH \$240.00 0981376

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

**Total Attachments: 5**

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NOTICE OF RELEASE OF  
SECURITY INTEREST IN TRADEMARKS

This NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), effective as of November 19, 2018 is made by Ankura Trust Company, LLC (as successor in interest to U.S. Bank National Association), in its capacity as collateral agent (referred to herein as the "Agent"), in favor of Tops PT, LLC, a New York limited liability company (the "Company"), pursuant to that certain Security Agreement, dated as of June 10, 2015 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "Security Agreement"), among the Company, the Agent and other parties thereto.

W I T N E S S E T H:

WHEREAS, in connection with the Security Agreement, the Company executed and delivered the Trademark Security Agreement, dated as of June 10, 2015, in favor of the Agent (the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, the Company pledged and granted to the Agent for the benefit of the other Secured Parties a lien on and security interest in all of the right title and interest of the Company in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement), including the Trademarks (as defined in the Security Agreement) set forth on Schedule A attached hereto, together with the goodwill of the business symbolized thereby (collectively, the "Released Trademarks");

WHEREAS, the Agent recorded its security interest in the Released Trademarks with the United States Patent and Trademark Office (the "USPTO") on June 17, 2015, at Reel/Frame No. 5552/0688; and

WHEREAS, the Agent has duly authorized the execution, delivery and performance of this Release.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Agent agrees, for the benefit of the Company, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Indenture and the Security Agreement, as applicable (it being understood that, in the event of any conflict, such terms shall have the meanings provided or provided by reference in the Security Agreement).

SECTION 2. Release of Security Interest. The Agent does hereby release, relinquish and discharge its lien on and security interest in, and right of setoff against, all of the Company's right, title and interest in, to and under the Released Trademarks.

SECTION 3. Termination. The Agent, without any recourse, representation or warranty, hereby terminates and cancels the Trademark Security Agreement.

SECTION 4. Further Assurances. The Agent hereby authorizes the Company or the Company's authorized representative to (i) record this Release with the USPTO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Agent in the Released Trademarks and/or (iii) otherwise record or file this Release in the applicable governmental office or agency. The Agent further agrees to execute and deliver to the Company any and all further documents and instruments, and do any and all further acts which the Company (or its agents or designees) reasonably requests (at the Company's sole cost and expense) in order to confirm this Release and the Company's right, title and interest in, to and under the Released Trademarks.

SECTION 5. Choice of Law. This Release shall be governed by, and construed in accordance with, the laws of the state of New York.

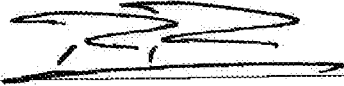
SECTION 6. Counterparts. This Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

*[Signatures Follow On Next Page.]*

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IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date set forth above.

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

By:   
Name: Ryan M. Roy  
Title: Managing Director



[Signature Page -- Notice of Release of Security Interest in Trademark Rights in Favor of Tops FT, LLC]



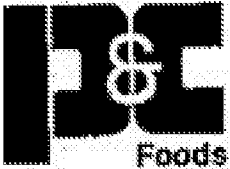
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**TRADEMARK  
REEL: 006487 FRAME: 0629**

**SCHEDULE A**

**U.S. Trademark Applications and Registrations**

<u>Owner</u>	<u>Jurisdiction</u>	<u>Mark/Class/No.</u> <u>Date/Goods</u>	<u>Status</u>
Tops PT, LLC	US/REG	<b>BIG BEAR</b> <b>Class 42</b> Reg. No. 0981376 Reg. Date: 3/26/1974 Services: retail grocery store services	Renewed 2013. Next renewal due <b>3/26/2024</b>
Tops PT, LLC	US/REG 	<b>BIG BEAR &amp; Design</b> <b>Class 42</b> Reg. No. 1217929 Reg. Date 11/23/1982 Services: retail grocery store services	Renewed 2002 and 2012. Next renewal due <b>11/23/2022</b>
Tops PT, LLC	US/REG	<b>BIG SMILES. FRESH FOOD. LOW PRICES.</b> <b>Class 35</b> Reg. No. 3636274 Reg. Date 6/9/2009 Services: supermarkets	Section 8 due between <b>6/9/2014</b> and <b>6/9/2015</b> Renewal due <b>6/9/2019</b>
Tops PT, LLC	US/REG 	<b>GARDEN FRESH PRODUCE NOW THAT'S FRESH!</b> <b>Classes 31, 35</b> Reg. No. 2540369 Reg. Date 2/19/2002 Goods/services: fresh fruits and vegetables; retail store services featuring fresh fruits and vegetables.	Renewed 2011. Next renewal due <b>2/19/2022</b>
Tops PT, LLC	US/REG	<b>GLOUCESTER PIERR</b> <b>Renewed</b> <b>Class 29</b> <b>Reg. No. 2588134</b> <b>Reg. Date 7/2/2002</b> <b>Goods: fish, shellfish, seafood, etc.</b>	2012. Next renewal due <b>7/2/2022</b>

<u>Owner</u>	<u>Jurisdiction</u>	<u>Mark/Class/No.</u> <u>Date/Goods</u>	<u>Status</u>
Tops PT, LLC	US/REG	<b>P &amp; C</b> <b>Class 30</b> Reg. No. 0739090 Reg. Date 10/9/1962 Goods: bread	Renewal due <b>10/9/2012</b> . At some point the Trademark Office will get around to canceling the registration.
Tops PT, LLC	US/REG 	<b>P&amp;C (stylized letters)</b> <b>Class 42</b> Reg. No. 1577082 Reg. Date 1/9/1990 Services: supermarket services	Renewal due <b>1/9/2020</b>
Tops PT, LLC	US/REG 	<b>P&amp;C (stylized letters)</b> <b>Classes 29, 30, 34</b> Reg. No. 1693854 Reg. Date 6/16/1992 Goods: hamburger, bread, matches, etc.	Renewal due <b>6/16/2012</b> . At some point the Trademark Office will get around to canceling the registration
Tops PT, LLC	US/REG 	<b>P&amp;C FOODS &amp; Design</b> <b>Class 42</b> Reg. Date 12/3/1996 services Reg. No. 2021018 Services: supermarket	Renewal due <b>12/3/2016</b>

**OTHER TRADEMARKS:**

Registrations:

**None.**

Applications:

**None.**

Licenses:

**None.**