

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM529187

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MORGAN STANLEY SENIOR FUNDING, INC.		06/24/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	GROCERY OUTLET INC.
Street Address:	2000 FIFTH STREET
City:	BERKELEY
State/Country:	CALIFORNIA
Postal Code:	94710
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Serial Number:	85509370	AMELIA'S
Serial Number:	85509375	AMELIA'S GROCERY OUTLET
Serial Number:	85808393	BARGAIN MINUTE
Serial Number:	87213160	BARGAINOMICS
Serial Number:	78424125	BARGAINS ON BRANDS YOU TRUST!
Serial Number:	85597891	BEN SAVEN
Serial Number:	85505693	BIG BRANDS. LITTLE PRICES.
Serial Number:	77699947	CANNED FOODS GROCERY OUTLETS
Serial Number:	85597895	DOUG
Serial Number:	77867458	ECO-FRUGAL
Serial Number:	85597910	FRUGAL FRIENDS
Serial Number:	86135411	GO
Serial Number:	86532165	GROCERY OUTLET BARGAIN MARKET
Serial Number:	77561753	GROCERY OUTLET BARGAIN MARKET
Serial Number:	86032740	GROCERY OUTLET BARGAIN MARKET
Serial Number:	87108931	GROCERY OUTLET BARGAIN MARKET
Serial Number:	76314254	GROCERY OUTLET BARGAINS ONLY!
Serial Number:	78143358	GROCERY OUTLET BARGAINS ONLY!

CH \$840.00 85509370

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	78832121	HARVEST DAY
Serial Number:	87164529	HARVEST DAY
Serial Number:	85410590	INDEPENDENCE FROM HUNGER
Serial Number:	85410597	INDEPENDENCE FROM HUNGER
Serial Number:	78831598	LADY LEE
Serial Number:	85597916	LOIS PRICES
Serial Number:	85128472	NOSH
Serial Number:	86780435	NOSH
Serial Number:	86795040	NOSH NATURAL - ORGANIC - SPECIALTY - HEA
Serial Number:	86795037	NOSH
Serial Number:	77856328	OVERSHOP. UNDERSPEND.
Serial Number:	85597923	TAMMY UNDERSPEND
Serial Number:	86573220	WOW!
Serial Number:	86578051	WOW!
Serial Number:	87206798	WOW! SAVE 50% OR MORE

CORRESPONDENCE DATA

Fax Number: 6508385109

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.

Phone: 650-838-3743

Email: jlik@shearman.com

Correspondent Name: Puja Dave

Address Line 1: 599 Lexington Avenue

Address Line 2: Shearman & Sterling LLP

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 35613/79

NAME OF SUBMITTER: PUJA DAVE

SIGNATURE: /PUJA DAVE/

DATE SIGNED: 06/25/2019

Total Attachments: 6

source=0 - Checkout Trademark Release (Second Lien)#page1.tif

source=0 - Checkout Trademark Release (Second Lien)#page2.tif

source=0 - Checkout Trademark Release (Second Lien)#page3.tif

source=0 - Checkout Trademark Release (Second Lien)#page4.tif

source=0 - Checkout Trademark Release (Second Lien)#page5.tif

source=0 - Checkout Trademark Release (Second Lien)#page6.tif

**TERMINATION OF SECOND LIEN INTELLECTUAL PROPERTY SECURITY
AGREEMENT (TRADEMARKS)**

This TERMINATION OF SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT for Trademarks, dated as of June 24, 2019 (this “*IP Security Release*”), is executed and delivered by MORGAN STANLEY SENIOR FUNDING, INC. in its capacity as collateral agent (in such capacity, the “*Collateral Agent*”) for the Second Lien Secured Parties (as that term is defined in the First Lien Security Agreement dated as of October 22, 2018 (as amended, amended and restated, supplemented or otherwise modified through the date hereof, the “*Security Agreement*”) among GLOBE INTERMEDIATE CORP., a Delaware corporation, GOBP HOLDINGS, INC., a Delaware corporation, as Borrower, certain subsidiaries of Borrower, Morgan Stanley Senior Funding, Inc., as Collateral Agent and GROCERY OUTLET INC. (“*Grantor*”). All capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to those terms in the Security Agreement.

WHEREAS, pursuant to that certain Second Lien Intellectual Property Security Agreement (Trademarks) dated as of October 22, 2018 (the “*IP Security Agreement*”), Grantor granted to the Collateral Agent for the benefit of the Second Lien Secured Parties a security interest (subject only to Liens permitted under each of the Credit Agreement and any Additional Second Lien Agreement) in all of Grantor’s right, title and interest in and to the United States trademark and service mark registrations and applications and exclusive licenses thereof (including all goodwill associated therewith or symbolized thereby), but excluding any “intent-to use” trademark application filed with the United States Patent and Trademark Office prior to the filing and acceptance of a “Statement to Use” or “Amendment to Allege Use” with respect thereto, set forth in Schedule A hereto, including all reissues, divisionals, continuations, continuations-in-part, extensions, renewals and reexaminations thereof, all rights to sue at law or in equity for any past, present, or future infringement, misappropriation, dilution, violation, misuse or other impairment thereof or unfair competition therewith, to receive and collect injunctive or other equitable relief and damages and compensation, and to receive and collect Proceeds therefrom (collectively, the “*Collateral*”);

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office on November 1, 2018 at Reel/Frame 6472/0380;

WHEREAS, in accordance with section 13.17 of the Credit Agreement, the Collateral Agent now desires to execute and deliver this IP Security Release to evidence the release of its lien on and security interest in and to the Collateral.

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

SECTION 1. Release of Security Interest. The Collateral Agent does hereby terminate, release and convey to Grantor, without recourse, representation or warranty of any kind, all of the Collateral Agent’s right, title and interest in and to Grantor’s right, title and

interest in and to the Collateral, and any right, title or interest of the Collateral Agent in such Collateral shall hereby cease and become void.

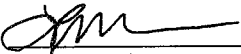
SECTION 2. Further Assurances. The Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby.

SECTION 3. Governing Law. This IP Security Release and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the laws of the State of New York.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]


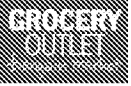


IN WITNESS WHEREOF, the undersigned has caused this IP Security Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

MORGAN STANLEY SENIOR
FUNDING, INC., as Collateral Agent







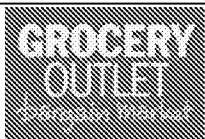
By: 
Name: Lisa Hanson
Title: Vice President



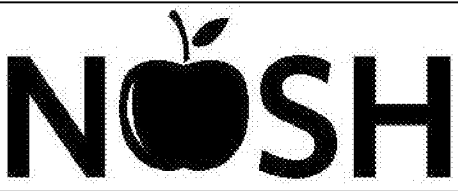


Schedule A

UNITED STATES TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark¹	App. No.	Trademark No.	Owner
AMELIA'S	85509370	4190703	Grocery Outlet Inc.
AMELIA'S GROCERY OUTLET	85509375	4205087	Grocery Outlet Inc.
BARGAIN MINUTE	85808393	4518765	Grocery Outlet Inc.
BARGAINOMICS	87213160	5313378	Grocery Outlet, Inc.
BARGAINS ON BRANDS YOU TRUST!	78424125	2964247	Grocery Outlet Inc.
BEN SAVEN	85597891	4249974	Grocery Outlet Inc.
BIG BRANDS. LITTLE PRICES.	85505693	4190431	Grocery Outlet Inc.
CANNED FOODS GROCERY OUTLETS	77699947	3701241	Grocery Outlet Inc.
DOUG	85597895	4249975	Grocery Outlet Inc.
ECO-FRUGAL	77867458	4112260	Grocery Outlet Inc.
FRUGAL FRIENDS	85597910	4245918	Grocery Outlet Inc.
	86135411	4769584	Grocery Outlet Inc.
GROCERY OUTLET BARGAIN MARKET	86532165	4888093	Grocery Outlet Inc.
GROCERY OUTLET BARGAIN MARKET	77561753	3604714	Grocery Outlet Inc.
	86032740	4479224	Grocery Outlet Inc.
	87108931	N/A	Grocery Outlet Inc.
GROCERY OUTLET BARGAINS ONLY!	76314254	2715156	Grocery Outlet Inc.
	78143358	2775580	Grocery Outlet Inc.
HARVEST DAY	78832121	3782829	Grocery Outlet, Inc.
HARVEST DAY	87164529	5325344	Grocery Outlet, Inc.
INDEPENDENCE FROM HUNGER	85410590	4135086	Grocery Outlet Inc.
INDEPENDENCE FROM HUNGER	85410597	4135088	Grocery Outlet Inc.
LADY LEE	78831598	3779585	Grocery Outlet, Inc.

¹ Grantors have abandoned the following trademark registrations and make no representations, warranties, or covenants under the First Lien Security Agreement, First Lien Credit Agreement, Second Lien Security Agreement or the Second Lien Credit Agreement with respect to such trademark registrations: Registration No. 4190703 and Registration No. 4205087.

Trademark ¹	App. No.	Trademark No.	Owner
LOIS PRICES	85597916	4249976	Grocery Outlet Inc.
NOSH	85128472	4247576	Grocery Outlet Inc.
NOSH	86780435	5067165	Grocery Outlet Inc.
	86795040	5093914	Grocery Outlet Inc.
	86795037	5093913	Grocery Outlet Inc.
OVERSHOP. UNDERSPEND.	77856328	3802978	Grocery Outlet Inc.
TAMMY UNDERSPEND	85597923	4249977	Grocery Outlet Inc.
WOW!	86573220	5306956	Grocery Outlet Inc.
	86578051	5218984	Grocery Outlet Inc.
	87206798	5372725	Grocery Outlet Inc.
Trade-Mark	App. No.	Trademark No.	Owner
BARGAIN MINUTE	85808393	4518765	Grocery Outlet Inc.
BARGAINOMICS	87213160	5313378	Grocery Outlet, Inc.
BARGAINS ON BRANDS YOU TRUST!	78424125	2964247	Grocery Outlet Inc.
BEN SAVEN	85597891	4249974	Grocery Outlet Inc.
BIG BRANDS. LITTLE PRICES.	85505693	4190431	Grocery Outlet Inc.
CANNED FOODS GROCERY OUTLETS	77699947	3701241	Grocery Outlet Inc.
DOUG	85597895	4249975	Grocery Outlet Inc.
ECO-FRUGAL	77867458	4112260	Grocery Outlet Inc.
FRUGAL FRIENDS	85597910	4245918	Grocery Outlet Inc.
	86135411	4769584	Grocery Outlet Inc.
GROCERY OUTLET BARGAIN MARKET	86532165	4888093	Grocery Outlet Inc.
GROCERY OUTLET BARGAIN MARKET	77561753	3604714	Grocery Outlet Inc.
	86032740	4479224	Grocery Outlet Inc.
	87108931	N/A	Grocery Outlet Inc.
GROCERY OUTLET BARGAINS ONLY!	76314254	2715156	Grocery Outlet Inc.

Trademark	App. No.	Trademark No.	Owner
	78143358	2775580	Grocery Outlet Inc.
HARVEST DAY	78832121	3782829	Grocery Outlet, Inc.
HARVEST DAY	87164529	5325344	Grocery Outlet, Inc.
INDEPENDENCE FROM HUNGER	85410590	4135086	Grocery Outlet Inc.
INDEPENDENCE FROM HUNGER	85410597	4135088	Grocery Outlet Inc.
LADY LEE	78831598	3779585	Grocery Outlet, Inc.
LOIS PRICES	85597916	4249976	Grocery Outlet Inc.
NOSH	85128472	4247576	Grocery Outlet Inc.
NOSH	86780435	5067165	Grocery Outlet Inc.
	86795040	5093914	Grocery Outlet Inc.
	86795037	5093913	Grocery Outlet Inc.
OVERSHOP. UNDERSPEND.	77856328	3802978	Grocery Outlet Inc.
TAMMY UNDERSPEND	85597923	4249977	Grocery Outlet Inc.
WOW!	86573220	5306956	Grocery Outlet Inc.
	86578051	5218984	Grocery Outlet Inc.
	87206798	5372725	Grocery Outlet Inc.