

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM686531

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TOPS MARKETS, LLC		11/08/2021	Limited Liability Company: NEW YORK
TOPS PT, LLC		11/08/2021	Limited Liability Company: NEW YORK
THE GOLUB CORPORATION		11/08/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	SIXTH STREET SPECIALTY LENDING, INC.
Street Address:	2100 MCKINNEY AVE
Internal Address:	SUITE 1500
City:	DALLAS
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 60

Property Type	Number	Word Mark
Serial Number:	90339763	MARKET 32
Registration Number:	5507103	E-BONUS SAVER
Registration Number:	5007457	TOPS
Registration Number:	4778737	TOPS BUSINESS PLUS
Registration Number:	4435683	ORCHARDFRESH TASTEFULLY DONE
Registration Number:	4415615	ORCHARD FRESH
Registration Number:	4362323	GLOUCESTER PIER SEAFOOD CO.
Registration Number:	4231348	TOPS BONUS PLUS
Registration Number:	4243364	TOPS COUPON CENTRAL
Registration Number:	4142759	TOPS GASPOINTS
Registration Number:	3993400	TOPS YOUR NEIGHBORHOOD STORE WITH MORE
Registration Number:	3907824	NY/PA GROWN FRESH PICKED FOR TOPS
Registration Number:	3929019	TOPSTIPS
Registration Number:	3602029	NYGROWN FRESH PICKED FOR TOPS
Registration Number:	3001996	TOPS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3446451	TOPS
Registration Number:	2963913	TOPS
Registration Number:	2856078	TOPS
Registration Number:	2588134	GLOUCESTER PIER
Registration Number:	2540369	GARDEN FRESH PRODUCE NOW THAT'S FRESH!
Registration Number:	2529733	THE SAVINGS CART
Registration Number:	2551177	TOPS XPRESS
Registration Number:	2326652	TOPS
Registration Number:	2326658	TOPS
Registration Number:	2021018	P&C FOODS
Registration Number:	1577082	P&C
Registration Number:	1499050	TOPS NEVER STOPS
Registration Number:	1465722	TOPS
Registration Number:	1433101	TOPS
Registration Number:	1217929	BIG BEAR
Registration Number:	1094076	TOPS FRIENDLY MARKETS
Registration Number:	1047798	BAKER'S OVEN
Registration Number:	991019	
Registration Number:	981376	BIG BEAR
Registration Number:	922571	B-KWIK
Registration Number:	763677	TOPS
Registration Number:	6449682	TOPS
Registration Number:	6503403	TOPS SHOP + SCAN
Registration Number:	5186567	MARKET 32
Registration Number:	5195673	MARKET 32 BY PRICE CHOPPER
Registration Number:	5471530	PICS BY PRICE CHOPPER
Registration Number:	5460828	PICS
Registration Number:	5099174	MARKET 32 BY PRICE CHOPPER
Registration Number:	5099175	MARKET 32 BY PRICE CHOPPER
Registration Number:	5530613	PICS BY PRICE CHOPPER
Registration Number:	5556211	PICS
Registration Number:	5530732	PICS BY PRICE CHOPPER
Registration Number:	5863439	PICS
Registration Number:	5556212	PICS
Registration Number:	4847896	MARKET 32 BY PRICE CHOPPER
Registration Number:	4994160	MARKET 32 BY PRICE CHOPPER
Registration Number:	4758996	SATISFACTION GUARANTEED 100% BUTCHER'S P
Registration Number:	4659675	BUTCHER'S PROMISE BY PRICE CHOPPER

Property Type	Number	Word Mark
Registration Number:	4813906	MARKET 32
Registration Number:	4863737	MARKET BISTRO BY CHOPPER
Registration Number:	4863738	MARKET BISTRO BY PRICE CHOPPER
Registration Number:	4331859	CORNER TO CORNER
Registration Number:	4290061	PRICE CHOPPER LIMITED
Registration Number:	1148595	PRICE CHOPPER
Registration Number:	1149164	PRICE CHOPPER

CORRESPONDENCE DATA

Fax Number: 3105572193

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: 310-557-2900

Email: KLATHROP@PROSKAUER.COM

Correspondent Name: PROSKAUER ROSE LLP

Address Line 1: 2029 CENTURY PARK EAST, SUITE 2400

Address Line 2: C/O KIMBERLEY A. LATHROP

Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	74267.055
NAME OF SUBMITTER:	Kimberley A. Lathrop
SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	11/08/2021

Total Attachments: 12

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) dated November 8, 2021, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of Sixth Street Specialty Lending, Inc., as administrative agent and collateral agent (the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is hereby made to that certain Credit Agreement, dated as of November 8, 2021 (as amended, restated, amended and restated, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Project P Intermediate 2, LLC, a Delaware limited liability company (“Holdings”), Pines Merger Sub, Inc., a Delaware corporation (the “Pines Initial Borrower”, and upon the consummation of the Merger, to be merged with and into The Golub Corporation, a Delaware corporation, with The Golub Corporation as the surviving entity (“Golub” and the “Lead Administrative Borrower”), TMC Merger Sub, Inc., a Delaware corporation (the “Tops Initial Borrower”, and upon the consummation of the Merger, to be merged with and into Tops Markets Corporation, a Delaware corporation, with Tops Markets Corporation as the surviving entity (“Tops” and together with Golub, each a “Borrower”, and collectively, the “Borrowers”), each Subsidiary of Holdings (other than the Borrowers) from time to time party thereto as Facility Guarantors, each lender from time to time party thereto (each a “Lender”, and collectively, the “Lenders”), Sixth Street Specialty Lending, Inc. (“Sixth Street”), as administrative agent and collateral agent (in such capacities, including any successor thereto, the “Administrative Agent”) for the Lenders, Sixth Street, as lead arranger (in such capacity, the “Arranger”), and the other agents and arrangers party thereto from time to time.

WHEREAS, as a condition precedent to the Lenders making any loans or otherwise extending credit to the Borrowers under the Credit Agreement, each Grantor has executed and delivered that certain Security Agreement, dated as of November 8, 2021, made by the Grantors to the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the USPTO and any similar offices in any State of the United States.

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

Section 1. Terms. Terms defined in the Credit Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement and Security Agreement.

Section 2. Grant of Security. Each Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a continuing security interest in

and to all of such Grantor's right, title and interest in the Trademarks (other than intent-to-use trademark applications constituting Excluded Property), including, without limitation, the Trademarks set forth on Schedule A attached hereto (the "Trademark Collateral").

Section 3. Security for Obligations. The grant of a security interest in the Trademark Collateral by each 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. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer of the USPTO or any similar office in any State of the United States record this Trademark Security Agreement.

Section 5. Execution in Counterparts. This Trademark Security Agreement and any document, amendment, approval, consent, information, notice, certificate, request, statement, disclosure or authorization related to this Trademark Security Agreement (each a "Communication"), including Communications required to be in writing, may be in the form of an Electronic Record and may be executed using Electronic Signatures. Each of the Grantors agrees that any Electronic Signature on or associated with any Communication shall be valid and binding on each of the Grantors to the same extent as a manual, original signature, and that any Communication entered into by Electronic Signature, will constitute the legal, valid and binding obligation of each of the Grantors enforceable against such in accordance with the terms thereof to the same extent as if a manually executed original signature was delivered. Any Communication may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts are one and the same Communication. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the Administrative Agent and each of the Secured Parties of a manually signed paper Communication which has been converted into electronic form (such as scanned into PDF format), or an electronically signed Communication converted into another format, for transmission, delivery and/or retention. The Administrative Agent and each of the Secured Parties may, at its option, create one or more copies of any Communication in the form of an imaged Electronic Record ("Electronic Copy"), which shall be deemed created in the ordinary course of that such Person's business, and destroy the original paper document. All Communications in the form of an Electronic Record, including an Electronic Copy, shall be considered an original for all purposes, and shall have the same legal effect, validity, and enforceability as a paper record. Notwithstanding anything contained herein to the contrary, the Administrative Agent is under no obligation to accept an Electronic Signature in any form or in any format unless expressly agreed to by the Administrative Agent pursuant to procedures approved by it; *provided, further*, without limiting the foregoing, (a) to the extent the Administrative Agent has agreed to accept such Electronic Signature, the Administrative Agent and each of the Secured Parties shall be entitled to rely on any such Electronic Signature purportedly given by or on behalf of any Grantor without further verification, and (b) upon the request of the Administrative Agent or any Lender, any Electronic Signature shall be promptly followed by such manually executed counterpart. For purposes hereof, "Electronic Record" and "Electronic Signature" shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.

Section 6. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby

acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

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IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

**TOPS MARKETS, LLC,
TOPS PT, LLC,**
each as a Grantor

By:  _____

Name: Darren Robbins

Title: Treasurer

THE GOLUB CORPORATION, as a Grantor

By: _____

Name: James Peterson

Title: Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007487 FRAME: 0184

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

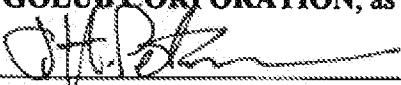
**TOPS MARKETS, LLC,
TOPS PT, LLC,
each as a Grantor**

By: _____

Name: Darren Robbins

Title: Treasurer

THE GOLUB CORPORATION, as a Grantor

By:  _____

Name: James Peterson

Title: Treasurer

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 007487 FRAME: 0185**

**SIXTH STREET SPECIALTY LENDING,
INC., as Administrative Agent**



By: _____

Name: Robert (Bo) Stanley


Title: President







**SCHEDULE A
TO TRADEMARK SECURITY AGREEMENT**

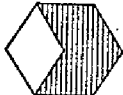


TRADEMARKS

Registered U.S. Trademark Registrations

Owner Name	Trademark	Registration Date	Registration Number
TOPS MARKETS, LLC	E-BONUS SAVER	7/3/2018	5507103
TOPS MARKETS, LLC	TOPS 	7/26/2016	5007457
TOPS MARKETS, LLC	TOPS BUSINESS PLUS	7/21/2015	4778737
TOPS MARKETS, LLC	ORCHARDFRESH TASTEFULLY DONE	11/19/2013	4435683
TOPS MARKETS, LLC	ORCHARD FRESH	10/8/2013	4415615
TOPS MARKETS, LLC	GLOUCESTER PIER SEAFOOD CO.	7/2/2013	4362323
TOPS MARKETS, LLC	TOPS BONUS PLUS	10/23/2012	4231348
TOPS MARKETS, LLC	TOPS COUPON CENTRAL 	11/13/2012	4243364
TOPS MARKETS, LLC	TOPS GASPOINTS	5/15/2012	4142759
TOPS MARKETS, LLC	TOPS YOUR NEIGHBORHOOD STORE WITH MORE	7/12/2011	3993400

Owner Name	Trademark	Registration Date	Registration Number
TOPS MARKETS, LLC	NY/PA GROWN FRESH PICKED FOR TOPS 	1/18/2011	3907824
TOPS MARKETS, LLC	TOPSTIPS	3/8/2011	3929019
TOPS MARKETS, LLC	NYGROWN FRESH PICKED FOR TOPS 	4/7/2009	3602029
TOPS MARKETS, LLC	TOPS	9/27/2005	3001996
TOPS MARKETS, LLC	TOPS	6/10/2008	3446451
TOPS MARKETS, LLC	TOPS	6/28/2005	2963913
TOPS MARKETS, LLC	TOPS	6/22/2004	2856078
TOPS PT, LLC	GLOUCESTER PIER	7/2/2002	2588134
TOPS PT, LLC	GARDEN FRESH PRODUCE NOW THAT'S FRESH! 	2/19/2002	2540369
TOPS MARKETS, LLC	THE SAVINGS CART	1/15/2002	2529733
TOPS MARKETS, LLC	TOPS XPRESS 	3/19/2002	2551177

Owner Name	Trademark	Registration Date	Registration Number
TOPS MARKETS, LLC	TOPS 	3/7/2000	2326652
TOPS MARKETS, LLC	TOPS 	3/7/2000	2326658
TOPS PT, LLC	P&C FOODS 	12/3/1996	2021018
TOPS PT, LLC	P&C 	1/9/1990	1577082
TOPS MARKETS, LLC	TOPS NEVER STOPS	8/2/1988	1499050
TOPS MARKETS, LLC	TOPS	11/17/1987	1465722
TOPS MARKETS, LLC	TOPS	3/17/1987	1433101
TOPS PT, LLC	BIG BEAR 	11/23/1982	1217929
TOPS MARKETS, LLC	TOPS FRIENDLY MARKETS 	6/20/1978	1094076
TOPS MARKETS, LLC	BAKER'S OVEN	9/7/1976	1047798

Owner Name	Trademark	Registration Date	Registration Number
TOPS MARKETS, LLC	Design Only 	8/13/1974	991019
TOPS PT, LLC	BIG BEAR	3/26/1974	981376
TOPS MARKETS, LLC	B-KWIK	10/19/1971	922571
TOPS MARKETS, LLC	TOPS	1/21/1964	763677
TOPS MARKETS, LLC	TOPS	8/10/2021	6449682
TOPS MARKETS, LLC	TOPS SHOP + SCAN	9/28/2021	6503403
THE GOLUB CORPORATION	MARKET 32	4/18/2017	5186567
THE GOLUB CORPORATION	MARKET 32 BY PRICE CHOPPER	5/2/2017	5195673
THE GOLUB CORPORATION	PICS BY PRICE CHOPPER	5/15/2018	5471530
THE GOLUB CORPORATION	PICS	5/1/2018	5460828
THE GOLUB CORPORATION	MARKET 32 BY PRICE CHOPPER 	12/13/2016	5099174
THE GOLUB CORPORATION	MARKET 32 BY PRICE CHOPPER 	12/13/2016	5099175
THE GOLUB CORPORATION	PICS BY PRICE CHOPPER	7/31/2018	5530613
THE GOLUB CORPORATION	PICS	9/4/2018	5556211
THE GOLUB CORPORATION	PICS BY PRICE CHOPPER	7/31/2018	5530732

Owner Name	Trademark	Registration Date	Registration Number
THE GOLUB CORPORATION	PICS	9/17/2019	5863439
THE GOLUB CORPORATION	PICS	9/4/2018	5556212
THE GOLUB CORPORATION	MARKET 32 BY PRICE CHOPPER 	11/3/2015	4847896
THE GOLUB CORPORATION	MARKET 32 BY PRICE CHOPPER 	7/5/2016	4994160
THE GOLUB CORPORATION	BUTCHER'S PROMISE BY PRICE CHOPPER 100% SATISFACTION GUARANTEED 	6/23/2015	4758996
THE GOLUB CORPORATION	BUTCHER'S PROMISE BY PRICE CHOPPER	12/23/2014	4659675
THE GOLUB CORPORATION	MARKET 32	9/15/2015	4813906
THE GOLUB CORPORATION	MARKET BISTRO BY PRICE CHOPPER 	12/1/2015	4863737
THE GOLUB CORPORATION	MARKET BISTRO BY PRICE CHOPPER	12/1/2015	4863738
THE GOLUB CORPORATION	CORNER TO CORNER	5/7/2013	4331859
THE GOLUB CORPORATION	PRICE CHOPPER LIMITED	2/12/2013	4290061
THE GOLUB CORPORATION	PRICE CHOPPER	3/24/1981	1148595
THE GOLUB CORPORATION	PRICE CHOPPER	3/24/1981	1149164

Pending U.S. Trademark Applications

<u>Owner</u>	<u>Trademark</u>	<u>Application Number</u>	<u>Filing date</u>
<u>THE GOLUB CORPORATION</u>	<u>MARKET 32</u>	<u>90339763</u>	<u>11/24/2020</u>