

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM817996

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TOPS PRODUCTS LLC		06/16/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Blue Torch Finance LLC		
Street Address:	150 EAST 58TH STREET, 39TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10155		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1098769	REDI-TAG	
Registration Number:	2228786	REDI-TAG	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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>			
Phone:	617.526.9839		
Email:	ypan@proskauer.com		
Correspondent Name:	Rachael Walker		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110-2600		
ATTORNEY DOCKET NUMBER:	34089.039		
NAME OF SUBMITTER:	Rachael Walker		
SIGNATURE:	/Rachael Walker/		
DATE SIGNED:	06/16/2023		
Total Attachments: 4			
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NOTICE OF SECURITY INTEREST -- TRADEMARKS

WHEREAS, TOPS PRODUCTS LLC, a Delaware limited liability company, (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Pledge and Security Agreement, dated May 4, 2022 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Blue Torch Finance LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Assignee"); and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, collaterally assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. Capitalized terms used here without definition shall have the meanings given to them in the Security Agreement.

IN WITNESS WHEREOF, the Assignor has caused this Notice of Security Interest to be duly executed by its officer thereunto duly authorized as of June 16, 2023

TOPS PRODUCTS LLC

By: 
Name: Rajeev Balakrishna
Title: Chief Compliance Officer, General Counsel
and Secretary

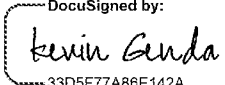
[Signature Page to Notice of Security Interest in Trademarks]

TRADEMARK
REEL: 008126 FRAME: 0936

Acknowledged and Agreed:

BLUE TORCH FINANCE LLC,
as Collateral Agent

By: Blue Torch Capital LP, its managing member

DocuSigned by:

By: _____
Name: Kevin Genda
Title: Authorized Signatory

SCHEDULE A TO NOTICE OF SECURITY INTEREST

Trademarks and Trademark Applications

Owned by **TOPS PRODUCTS LLC**¹

Mark	Reg No.	Reg Date	Country
REDI-TAG	1098769	Aug. 8, 1978	United States
REDI-TAG	2228786	Mar 2, 1999	United States

¹ Trademark Assignment filed with USPTO to reflect Tops Products LLC as trademark owner