

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Grocery Outlet Inc.		12/15/2011	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Ares Capital Corporation
Street Address:	245 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	3139032	¡OFERTAS EN MARCAS QUE USTED CONFÍA!
Registration Number:	3002627	BARGAIN HUNTER
Registration Number:	2964247	BARGAINS ON BRANDS YOU TRUST!
Registration Number:	3604714	GROCERY OUTLET BARGAIN MARKET
Registration Number:	2715156	GROCERY OUTLET BARGAINS ONLY!
Registration Number:	2775580	GROCERY OUTLET BARGAINS ONLY!
Registration Number:	3346419	
Registration Number:	3744651	BUCK-O-RAMA
Registration Number:	3782829	HARVEST DAY
Registration Number:	3779585	LADY LEE
Registration Number:	3701241	CANNED FOODS GROCERY OUTLETS
Serial Number:	85410590	INDEPENDENCE FROM HUNGER
Serial Number:	85410597	INDEPENDENCE FROM HUNGER
Serial Number:	85128472	NOSH

CH \$440.00 3139032

Serial Number:	77867458	ECO-FRUGAL
Registration Number:	3802978	OVERSHOP. UNDERSPEND.
Registration Number:	3851513	EARTHLINE NATURALS

**CORRESPONDENCE DATA**

Fax Number: (212)969-2900  
Phone: (212) 969-3000  
Email: trademark@proskauer.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Jenifer deWolf Paine  
Address Line 1: Proskauer Rose LLP  
Address Line 2: Eleven Times Square  
Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	11668-079 SEC AGREEMENT
NAME OF SUBMITTER:	Jenifer deWolf Paine
Signature:	/Jenifer deWolf Paine/
Date:	12/19/2011

Total Attachments: 5  
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**GRANT OF TRADEMARK SECURITY INTEREST**

**December 15, 2011**

**WHEREAS**, Grocery Outlet Inc., a California corporation ( "**Grantor**" ), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below);

**WHEREAS**, GOBP Midco, Inc., a Delaware corporation, and Grantor, have entered into a Credit Agreement dated as of December 15, 2011 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**") and Ares Capital Corporation, as Administrative Agent for the Lenders (in such capacity, "**Secured Party**") pursuant to which the Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to the Borrower (as defined in the Credit Agreement); and

**WHEREAS**, the Borrower may from time to time enter, or may from time to time have entered, into one or more Hedge Agreements (collectively, the "**Lender Hedge Agreements**") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Hedge Agreements are entered into or thereafter Lenders or Affiliates of a Lender and are designated by the Borrower to be secured by the Collateral Documents (in such capacity, collectively, the "**Hedge Agreement Counterparties**") in accordance with the terms of the Credit Agreement, and it is desired that the obligations of the Borrower under the Lender Hedge Agreements, including, without limitation, the obligation of the Borrower to make payments thereunder in the event of early termination thereof, together with all obligations of the Borrower under the Credit Agreement and the other Loan Documents, be secured hereunder; and

**WHEREAS**, pursuant to the terms of a Security Agreement dated as of December 15, 2011 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Grantor, Secured Party and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral (as defined below).

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

(a) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all United States trademarks, service marks, designs, logos, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on **Schedule A** annexed hereto) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States (except for any applications for Trademarks filed pursuant to 15 U.S.C. §1051(b)) (including, without limitation, the registrations and applications set forth on **Schedule A** annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

(b) all proceeds of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” shall have the meaning given to such term in the Uniform Commercial Code, as it exists on the date hereof or as it may hereafter be amended, in the State of New York.


Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

**THIS GRANT OF TRADEMARK SECURITY INTEREST SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING, WITHOUT LIMITATION, SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.**

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**IN WITNESS WHEREOF**, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

**GROCERY OUTLET INC.**

By:   
Name: Michael Ward  
Title: Chief Financial Officer and Secretary

GRANT OF TRADEMARK SECURITY INTEREST

**TRADEMARK**  
**REEL: 004682 FRAME: 0178**

**SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST**

**Trademarks**

<b>Owner</b>	<b>Mark</b>	<b>Reg. No. (App. No.)</b>	<b>Reg. Date (Filing Date)</b>	<b>Jurisdiction</b>
Grocery Outlet Inc.	"¡Ofertas En Marcas Que Usted Confía!" name	3139032	September 5, 2006	United States
Grocery Outlet Inc.	"Bargain Hunter" name and design	3002627	September 27, 2005	United States
Grocery Outlet Inc.	"Bargains on brands you trust!" name	2964247	June 28, 2005	United States
Grocery Outlet Inc.	"Grocery Outlet Bargain Market" name	3604714	April 7, 2009	United States
Grocery Outlet Inc.	"Grocery Outlet Bargains Only!" name	2715156	May 13, 2003	United States
Grocery Outlet Inc.	"Grocery Outlet Bargains Only!" name and design	2775580	October 21, 2003	United States
Grocery Outlet Inc.	Store Facade design	3346419	November 27, 2007	United States
Grocery Outlet Inc.	"Buck O Rama" name	3744651	February 2, 2010	United States
Grocery Outlet Inc.	"Harvest Day" name	3782829	April 27, 2010	United States
Grocery Outlet Inc.	"Lady Lee" name	3779585	April 20, 2010	United States
Grocery Outlet Inc.	"Canned Foods Grocery Outlets" name	3701241	October 27, 2009	United States
Grocery Outlet Inc.	"Independence from Hunger" name	85410590	August 30, 2011	United States
Grocery Outlet Inc.	"Independence from Hunger" name	85410597	August 30, 2011	United States
Grocery Outlet Inc.	"N.O.S.H." name	85128472	September 13, 2010	United States

Owner	Mark	Reg. No. (App. No.)	Reg. Date (Filing Date)	Jurisdiction
Grocery Outlet Inc.	"Eco-Frugal" name	77867458	November 6, 2009	United States
Grocery Outlet Inc.	"Overshop. Underspend." name	3802978	June 15, 2010	United States
Grocery Outlet Inc.	"Earthline Naturals" name	3851513	September 21, 2010	United States