

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.		01/27/2012	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as Administrative Agent		
Street Address:	245 Park Avenue, 44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85509375	AMELIA'S GROCERY OUTLET	
Serial Number:	85509370	AMELIA'S	
CORRESPONDENCE DATA			
Fax Number:	(302)636-5454		
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	076807-005		
NAME OF SUBMITTER:	Jean Paterson		
Signature:	/jep/		

CH \$65.00 85509375

Date:

01/30/2012

Total Attachments: 5

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GRANT OF TRADEMARK SECURITY INTEREST

January 27, 2012

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.

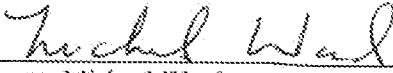
Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein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

[SIGNATURE PAGE TO GRANT OF TRADEMARK SECURITY INTEREST]

TRADEMARK
REEL: 004706 FRAME: 0785

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

<u>Owner</u>	<u>Trademark Application</u>	<u>Reg. No./App. No.</u>	<u>Reg. Date/App. Date</u>
Grocery Outlet Inc.	AMELIA'S GROCERY OUTLET	85509375	January 5, 2012
Grocery Outlet Inc.	AMELIA'S	85509370	January 5, 2012