

**RECORDATION FORM COVER SHEET  
 TRADEMARKS ONLY**

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**

JP MORGAN CHASE BANK, N.A.

- Individual(s)  
 General Partnership  
 Corporation-State  
 Limited Liability Company

- Association  
 Limited Partnership

Citizenship: USA

Execution Date(s) September 9, 2014

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**

- Yes  
 No

Additional names, addresses, or citizenship attached?

Name: Wells Fargo Bank, National Association

Internal Address:

Street Address: One Boston Place, 18<sup>th</sup> Floor

City: Boston

State: MA

Country: USA

Zip: 02108

Association Citizenship: USA

General Partnership Citizenship:

Limited Partnership Citizenship:

Corporation Citizenship:

Other \_\_\_ Citizenship:

If assignee is not domiciled in the United States, a domestic representative designation is attached.  Yes  No  
 (Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) See Attached Schedule A

B. Trademark Registration No.(s) See Attached Schedule A

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)**

**5. Name address of party to whom correspondence concerning document should be mailed:**

Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwer.com

**6. Total number of applications and registrations involved: 85**

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$**

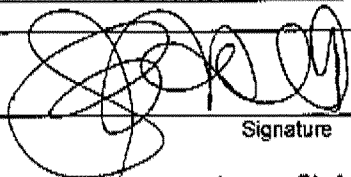
- Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers  
 Expiration Date

b. Deposit Account Number  
 Authorized User Name:

**9. Signature:**



Signature


Joanne BL Arnold  
 Name of Person Signing

September 18, 2014

Date

Total number of pages including cover sheet, attachments, and document: 19



**Trademarks**

NO.	MARK	REGISTERED OWNER/APPLICANT	REGIS. # (SERIAL #)	REGIS. DATE (FILING DATE)
1.	A&P (Design & Color) 	The Great Atlantic & Pacific Tea Company, Inc.	1,304,288 (73/454,363)	11/6/1984 (11/25/83)
2.	A&P (Block Letters)	The Great Atlantic & Pacific Tea Company, Inc.	2,713,141 (76/390,443)	5/6/2003 (4/3/02)
3.	AMAZE AWAY	The Great Atlantic & Pacific Tea Company, Inc.	3,118,336 (78/549,806)	7/18/2006 (1/19/05)
4.	AMERICA'S CHOICE (Stylized)	The Great Atlantic & Pacific Tea Company, Inc.	2,019,444 (74/234,200)	11/26/1996 (12/30/91)
5.	AMERICA'S CHOICE (Stylized)	The Great Atlantic & Pacific Tea Company, Inc.	1,861,428 (74/801,783)	11/1/1994 (12/30/91)
6.	AMERICA'S CHOICE (Stylized)	The Great Atlantic & Pacific Tea Company, Inc.	1,860,494 (74/801,784)	10/25/1994 (12/30/91)
7.	AMERICA'S CHOICE	The Great Atlantic & Pacific Tea Company, Inc.	2,425,385 (74/332,876)	1/30/2001 (11/19/92)

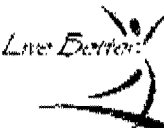

(NY) 27011/2000/EXH.FINANCING/SPCL/RTTY/A&P.TL.trademark/security/agreement.doc



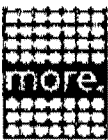

NO.	MARK	REGISTERED OWNER/APPLICANT	REGIS. # (SERIAL #)	REGIS. DATE (FILING DATE)
8.	AMERICA'S CHOICE	The Great Atlantic & Pacific Tea Company, Inc.	1,384,513 (73/514,986)	2/25/1986 (12/24/84)
9.	AMERICA'S CHOICE	The Great Atlantic & Pacific Tea Company, Inc.	3,007,194 (78/218,486)	10/18/2005 (2/25/2003)
10.	A C AMERICA'S CHOICE RESERVE	The Great Atlantic & Pacific Tea Company, Inc.	4,040,782 (85/143,032)	10/18/2011 (Filed: 10/01/10)
11.	AMERICA'S COFFEE PROVIDER SINCE 1859	The Great Atlantic & Pacific Tea Company, Inc.	3,522,886 (77/398,541)	9/9/2008 (Supplemental) 10/21/08 (Federal) (2/15/08)
12.	A TASTE OF ELEGANCE	Pathmark Stores, Inc.	3,158,364 (78/759,275)	10/17/2006 (11/22/05)
13.	AW'SOME O'S	The Great Atlantic & Pacific Tea Company, Inc.	3,189,114 (78/731,611)	12/26/2006 (10/12/05)
14.	BASICS	The Great Atlantic & Pacific Tea Company, Inc.	2,884,450 (78/311,001)	9/14/2004 (10/8/03)
15.	BEEF BEYOND BELIEF	The Great Atlantic & Pacific Tea Company, Inc.	3,172,122 (78/437,260)	11/14/2006 (6/17/04)

NO.	MARK	REGISTERED OWNER/APPLICANT	REGIS. # (SERIAL #)	REGIS. DATE (FILING DATE)
16.	BETTER STORE. BETTER LIVING.	The Great Atlantic & Pacific Tea Company, Inc.	4,049,312 (85/297,401)	11/1/2011 (4/18/2011)
17.	BIG DEALS	Pathmark Stores, Inc.	1,922,594 (74/176,206)	9/26/1995 (6/14/91)
18.	BRILLIANT BUBBLES	The Great Atlantic & Pacific Tea Company, Inc.	2,808,673 (78/202,468)	1/27/2004 (1/13/03)
19.	CHEFMARK	Pathmark Stores, Inc.	3,691,490 (77/578,894)	10/6/2009 (9/25/08)
20.	EXPRESS YOURSELF	The Great Atlantic & Pacific Tea Company, Inc.	2,680,997 (76/406,160)	1/28/2003 (5/13/02)
21.	FEXPRESS	The Great Atlantic & Pacific Tea Company, Inc.	(85/133,623)	(Filed: 09/20/10) IFU
22.	FLAVOR N SERVE	The Great Atlantic & Pacific Tea Company, Inc.	3,958,792 (77/845,532)	5/10/2011 (10/9/09)
23.	FOOD BASICS	The Great Atlantic & Pacific Tea Company, Inc.	2,726,744 (76/386,404)	6/17/2003 (3/23/02)
24.	FOOD BASICS	The Great Atlantic & Pacific Tea Company, Inc.	3,951,940 (77/914,849)	4/26/2011 (1/19/10)


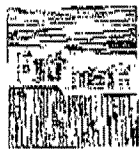

NO.	MARK	REGISTERED OWNER/APPLICANT	REGIS. # (SERIAL #)	REGIS. DATE (FILING DATE)
25.	FRESH CHALLENGE	The Great Atlantic & Pacific Tea Company, Inc.	2,942,219 (78/503,093)	4/19/2005 (10/20/04)
26.	GIVE YOURSELF ANOTHER CHOICE	The Great Atlantic & Pacific Tea Company, Inc.	2,989,404 (78/431,546)	8/30/2005 (6/8/04)
27.	GREEN WAY	The Great Atlantic & Pacific Tea Company, Inc.	(77/349,246)	(Filed: 12/11/07) ITU
28.	GREEN WAY	The Great Atlantic & Pacific Tea Company, Inc.	(77/409,725)	Filed: 2/29/08) ITU
29.	G 	The Great Atlantic & Pacific Tea Company, Inc.	3,544,867 (77/388,984)	12/9/2008 (2/5/08)
30.	G 	The Great Atlantic & Pacific Tea Company, Inc.	3,842,003 (77/409,787)	8/31/2010 (2/29/08)



NO.	MARK	REGISTERED OWNER/APPLICANT	REGIS. # (SERIAL #)	REGIS. DATE (FILING DATE)
31.	HARTFORD RESERVE	The Great Atlantic & Pacific Tea Company, Inc.	(77/408,926)	(Filed: 2/28/08) ITU
32.	HARTFORD RESERVE DELI	The Great Atlantic & Pacific Tea Company, Inc.	85/426,927)	(Filed: 9/20/2011) ITU
33.	(Stylized)  <b>health pride</b>	Borman's, Inc.	1,232,381  (73/277,359)	3/29/1983  (9/10/89)
34.	HOME BASICS	The Great Atlantic & Pacific Tea Company, Inc.	(77/959,095)	(Filed: 3/15/10) ITU
35.	HUDSON & WELLS	The Great Atlantic & Pacific Tea Company, Inc.	(85/425,775)	(Filed: 9/19/2011) ITU
36.	I LOVE THIS STORE!	The Great Atlantic & Pacific Tea Company, Inc.	3,081,109  (76/424,332)	4/18/2006  (6/24/02)
37.	JANE PARKER	The Great Atlantic & Pacific Tea Company, Inc.	3,363,303  (78/692,338)	1/1/2008  (8/15/05)


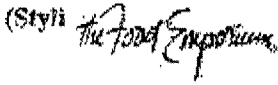
NO.	MARK	REGISTERED OWNER/APPLICANT	REGIS. # (SERIAL #)	REGIS. DATE (FILING DATE)
38.	LIVE BETTER	The Great Atlantic & Pacific Tea Company, Inc.	4,094,111 (77/813,448)	1/31/2012 (8/26/09)
39.	LIVE BETTER	The Great Atlantic & Pacific Tea Company, Inc.	(85/504,994)	(Filed: 12/28/2011) ITU
40.	LIVE BETTER (& Design) 	The Great Atlantic & Pacific Tea Company, Inc.	4,089,723 (85/131,981)	1/24/2012 (9/17/10)
41.	LIVE BETTER WELLNESS CLUB	The Great Atlantic & Pacific Tea Company, Inc.	3,452,346 (77/185,924)	6/24/2008 (5/21/07)
42.	LIVE BETTER! WELLNESS CLUB (& Design) 	The Great Atlantic & Pacific Tea Company, Inc.	3,491,210 (77/185,766)	8/26/2008 (5/21/07)
43.	MARKET SPA	The Great Atlantic & Pacific Tea Company, Inc.	3,750,450 (77/543,985)	2/16/2010 (8/11/08)


NO.	MARK	REGISTERED OWNER/APPLICANT	REGIS. # (SERIAL #)	REGIS. DATE (FILING DATE)
44.	<p>MASTER CHOICE MC (Stylized)</p> 	The Great Atlantic & Pacific Tea Company, Inc.	2,073,501 (75/070,346)	6/24/1997 (3/11/96)
45.	<p>(Miscellaneous Design)</p> 	Roman's, Inc.	1,182,561 (73/276,030)	12/15/1981 (8/29/80)
46.	<p>MORE</p>	The Great Atlantic & Pacific Tea Company, Inc.	3,684,590 (78/942,221)	9/13/2009 (8/1/06)
47.	<p>MORE</p> 	The Great Atlantic & Pacific Tea Company, Inc.	3,723,905 (78/953,659)	12/8/2009 (8/16/06)
48.	<p>MORE</p> 	The Great Atlantic & Pacific Tea Company, Inc.	3,486,533 (78/953,732)	8/12/2008 (8/16/06)



NO.	MARK	REGISTERED OWNER/APPLICANT	REGIS. # (SERIAL. #)	REGIS. DATE (FILING DATE)
49.	MORSEL MEDLEY	The Great Atlantic & Pacific Tea Company, Inc.	3867726 (85/040,029)	10/26/2010 (5/17/10)
50.	NO FRILLS (P. Design) 	Pathmark Stores, Inc.	1,196,041 (73/165,881)	5/25/1982 (4/11/78)
51.	ONPOINT	The Great Atlantic & Pacific Tea Company, Inc.	3,842,091 (77/476,914)	8/31/2010 (5/16/08)
52.	PATHMARK	Pathmark Stores, Inc.	854,358 (72/285,701)	8/6/1968 (11/28/67)
53.	PATHMARK	Pathmark Stores, Inc.	2,677,310 (76/361,018)	1/21/2003 (1/18/02)
54.	PATHMARK (& Design) 	Pathmark Stores, Inc.	919,137 (72/324,945)	8/24/1971 (4/18/69)
55.	PATHMARK (& Design) 	Pathmark Stores, Inc.	1,034,492 (73/055,400)	2/24/1976 (6/17/75)

NO.	MARK	REGISTERED OWNER/APPLICANT	REGIS. # (SERIAL #)	REGIS. DATE (FILING DATE)
56.	<b>PATHMARK GOSPEL CHOIR COMPETITION</b>	Pathmark Stores, Inc.	3,789,447 (77/715,300)	5/18/2010 (4/16/09)
57.	<b>PATHMARK HELPING HANDS IN THE COMMUNITY (&amp; Design)</b> 	Pathmark Stores, Inc.	3,240,786 (78/978,145)	5/8/2007 (11/10/04)
58.	<b>PATHMARK HELPING HANDS IN THE COMMUNITY (&amp; Design)</b> 	Pathmark Stores, Inc.	3,596,521 (78/514,359)	3/24/2009 (11/10/04)
59.	<b>PREFERRED PET</b>	The Great Atlantic & Pacific Tea Company, Inc.	3,655,878 (77/977,324)	7/14/2009 (3/31/08)
60.	<b>READY PORTIONS</b>	The Great Atlantic & Pacific Tea Company, Inc.	3,951,754 (77/853,090)	4/26/2011 (10/20/09)
61.	<b>SAV-A-CENTER</b>	The Great Atlantic & Pacific Tea Company, Inc.	1,412,706 (73/583,389)	10/7/1986 (2/18/86)
62.	<b>SIERRA RANCH</b>	The Great Atlantic & Pacific Tea Company, Inc.	(85/394,699)	(Filed: 8/10/2011)

NO.	MARK	REGISTERED OWNER/APPLICANT	REGIS. # (SERIAL #)	REGIS. DATE (FILING DATE)
63.	SUPER FRESH	The Great Atlantic & Pacific Tea Company, Inc.	3,835,077 (77/952,029)	8/17/2010 (3/5/10)
64.	S SUPER FRESH 	The Great Atlantic & Pacific Tea Company, Inc.	3,467,757 (77/378,422)	7/15/2008 (1/23/08)
65.	SPLISH SPLASH	The Great Atlantic & Pacific Tea Company, Inc.	3,062,628 (78/481,891)	2/28/2006 (9/10/04)
66.	SUPERFRESH	The Great Atlantic & Pacific Tea Company, Inc.	3,835,077 (77/952,029)	8/17/2010 (3/5/10)
67.	SUPER FRESH	The Great Atlantic & Pacific Tea Company, Inc.	2,085,126 (73/732,662)	8/5/1997 (6/6/88)
68.	(Styl) 	The Great Atlantic & Pacific Tea Company, Inc.	2,635,873 (76/346,252)	2/11/2003 (12/6/01)
69.	THE BEST VALUE IN THE NEIGHBORHOOD.	The Great Atlantic & Pacific Tea Company, Inc.	(85/297,398)	(Filed: 4/18/2011)
70.	THE FOOD EMPORIUM	The Great Atlantic & Pacific Tea Company, Inc.	2,741,165 (76/360,323)	7/29/2003 (1/16/02)

NO.	MARK	REGISTERED OWNER/APPLICANT	REGIS. # (SERIAL #)	REGIS. DATE (FILING DATE)
71.	THE FOOD EMPORIUM TRADING COMPANY	The Great Atlantic & Pacific Tea Company, Inc.	(77/956,667)	(Filed: 3/11/10) ITU
72.	THE FOOD EMPORIUM NEW YORK TRADING COMPANY Logo  	The Great Atlantic & Pacific Tea Company, Inc.	(77/956,662)	(Filed: 3/11/10) ITU
73.	THE GREAT ATLANTIC & PACIFIC TEA COMPANY	The Great Atlantic & Pacific Tea Company, Inc.	3,435,064 (77/282,376)	5/27/2008 (9/18/07)
74.	THE GREAT ATLANTIC & PACIFIC SEAFOOD COMPANY	The Great Atlantic & Pacific Tea Company, Inc.	(85/408,356)	(Filed: 8/26/2011) ITU

NO.	MARK	REGISTERED OWNER/APPLICANT	REGIS. # (SERIAL #)	REGIS. DATE (FILING DATE)
75.	<b>THE LOWER PRICE PROJECT</b> (Stylized/Design)  <b>THE LOWER PRICE PROJECT</b>	The Great Atlantic & Pacific Tea Company, Inc.	3,902,055 (77/962,391)	1/4/2011 (3/18/10)
76.	<b>THE SAVINGS NEVER STOP</b>	The Great Atlantic & Pacific Tea Company, Inc.	4,049,311 (85/297,399)	11/1/2011 (04/18/2011)
77.	<b>TORNADO SPLASH</b>	The Great Atlantic & Pacific Tea Company, Inc.	3,115,079 (78/435,495)	7/11/2006 (6/15/04)
78.	<b>TWO FORKS BAKERY</b>	The Great Atlantic & Pacific Tea Company, Inc.	(85/420,074)	(Filed: 9/12/2011) ITU
79.	<b>ULTRA XTREME</b>	The Great Atlantic & Pacific Tea Company, Inc.	3,132,890 (78/715,736)	8/22/2006 (9/15/05)
80.	<b>VIA ROMA</b>	The Great Atlantic & Pacific Tea Company, Inc.	3,690,140 (77/435,941)	9/29/2009 (3/31/08)
81.	<b>WALDBAUM'S</b>	The Great Atlantic & Pacific Tea Company, Inc.	3,471,095 (77/323,811)	7/22/2008 (11/7/07)

NO.	MARK	REGISTERED OWNER/APPLICANT	REGIS. # (SERIAL #)	REGIS. DATE (FILING DATE)
82.	WELLNESS FACTOR	The Great Atlantic & Pacific Tea Company, Inc.	(85/508,503)	(Filed: 1/4/2012) TTJ
83.	WE'RE THINKING FRESH	The Great Atlantic & Pacific Tea Company, Inc.	3,111,361 (78/533,406)	7/4/2006 (12/16/04)
84.	WOODSON & JAMES	The Great Atlantic & Pacific Tea Company, Inc.	4,049,313 (85/297,411)	11/1/2011 (4/18/2011)
85.	YOUR NEW YORK MARKET	The Great Atlantic & Pacific Tea Company, Inc.	(85/297,395)	(Filed: 4/18/2011) Use Based

RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

JP MORGAN CHASE BANK, N.A.

- Individual(s)
- General Partnership
- Corporation-State
- Limited Liability Company
- Association
- Limited Partnership

Citizenship: USA

Execution Date(s) September 9, 2014

Additional names of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies)

Additional names, addressees, or citizenship attached?  Yes

Yes

No

Name: Wells Fargo, National Association

Internal Address:

Street Address: One Boston Place, 18<sup>th</sup> Floor

City: Boston

State: MA

Country: USA

Zip: 02108

Association Citizenship: USA

General Partnership Citizenship:

Limited Partnership Citizenship:

Corporation Citizenship:

Other \_\_\_ Citizenship:

If assignee is not domiciled in the United States, a domestic representative designation is attached.  Yes  No  
(Designations must be a separate document from assignment)

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) See Attached Schedule A

B. Trademark Registration No.(s) See Attached Schedule A

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-862-7049

Email Address: cto@albanywriterskiuwer.com

6. Total number of applications and registrations involved: 85

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$2175.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 0974

Expiration Date 3/17

b. Deposit Account Number

Authorized User Name:

9. Signature:

Signature

Joanna BL Arnold  
Name of Person Signing

September 18, 2014

Date

Total number of pages including cover sheet, attachments, and document: 19

Documents to be recorded (including cover sheet) should be faxed to (703) 308-8895, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$2115.00 85133623

ASSIGNMENT AND ASSUMPTION OF GRANT OF  
SECURITY INTEREST IN UNITED STATES TRADEMARKS

September 9, 2014

This ASSIGNMENT AND ASSUMPTION OF GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS dated as of September 9, 2014, (this "Assignment and Assumption") is made by JPMORGAN CHASE BANK, N.A., a national banking association, as Administrative Agent and Collateral Agent (in such capacities, the "Assignor") and WELLS FARGO NATIONAL ASSOCIATION, as successor agent (in such capacity, the "Assignee").

WHEREAS, pursuant to the Security Agreement, dated as of March 13, 2012, among MONTVALE-PARA HOLDINGS, INC., a Delaware Corporation, THE GREAT ATLANTIC & PACIFIC TEA COMPANY, INC., a Maryland corporation ("A&P"), BORMAN'S, INC., a Delaware corporation ("Borman's"), PATHMARK STORES, INC., a Delaware corporation ("Pathmark"), and together with A&P and Borman's, the "Existing Grantors"), other grantors from time to time party thereto, and the Assignor, as Administrative Agent and as Collateral Agent (as heretofore amended, modified and supplemented, the "Existing Term Loan Security Agreement"), the Existing Grantors granted to the Assignor a security interest in, among other collateral, the Existing Trademarks (as defined below);

WHEREAS, pursuant to the Grant of Security Interest in United States Trademarks, dated March 13, 2012 and recorded on March 13, 2012 with the United States Patent and Trademark Office at Reel 4736, Frame 0001 (the "Existing Trademark Grant"), the Existing Grantors granted to the Assignor a continuing security interest in all of the grantors' Trademarks and Trademark Licenses (as defined in the Existing Security Agreement), including those set forth on Schedule A attached hereto (the "Existing Trademarks"); *provided* that any United States intent-to-use trademark applications are excluded to the extent and for so long as creation by a Grantor of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications or any registration that issues therefrom;

WHEREAS, among others, the Assignor and the Assignee have entered into that certain Resignation and Substitution of Agent Agreement, dated as of the date hereof (the "Substitution Agreement"), whereby the Assignor transferred to the Assignee, among other things, all of the Assignor's rights and obligations under the Existing Term Loan Security Agreement and Existing Trademark Grant;

WHEREAS, the Assignor wishes to confirm the details of the Substitution Agreement and transfer all of its rights and obligations under the Existing Term Loan Security Agreement to the Assignee, and the Assignee wishes to obtain from the Assignor, all of the Assignor's rights and obligations under the Existing Term Loan Security Agreement, including the secured rights in the Existing Trademarks; and

WHEREAS, A&P, the Existing Grantors, certain of A&P's affiliates and the Assignee have entered into the Amended and Restated Security Agreement, dated as of the date hereof, pursuant to which Existing Grantors have reaffirmed their grant to the Assignee of a continuing security interest in, among other collateral, the Existing Trademarks;

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, the Assignor hereby assigns, transfers and sets over to the Assignee without recourse and without any representation or warranty of any kind, nature or description,



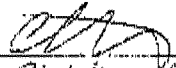
and the Assignee hereby assumes from the Assignor, the Assignor's entire right, title and interest in and to the Existing Term Loan Security Agreement and to the secured rights in and to the trademarks listed therein and in and to the Existing Trademarks.

This assignment is made in accordance with and subject to the Substitution Agreement. In the event of any inconsistency between the terms and conditions of the Substitution Agreement and this assignment, the terms of the Substitution Agreement shall control.

THIS ASSIGNMENT is one of several documents being filed with the United States Patent and Trademark Office on this date, and should be recorded as document one (1) of one (1).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Administrative and Collateral Agent  
as Assignee

By:   
Name: *Christian West*  
Title: *Authorized Signatory*

[Signature Page to Assignment of Grant of Security Interest (Trademarks)]

**TRADEMARK**  
**REEL: 005403 FRAME: 0929**

ACKNOWLEDGED AND AGREED:  
EXISTING GRANTORS:

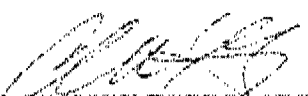
THE GREAT ATLANTIC & PACIFIC  
TEA COMPANY, INC.

By:   
Name Chris McGarry  
Title Secretary

PATHMARK STORES, INC.

By:   
Name Chris McGarry  
Title Secretary

BORMAN'S, INC.

By:   
Name Chris McGarry  
Title Secretary

SCHEDULE A TO ASSIGNMENT OF GRANT OF INTERESTS IN UNITED STATES  
TRADEMARKS

**Existing Trademarks**

(see attached)



**UNITED STATES PATENT AND TRADEMARK OFFICE**

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

November 10, 2014

PTAS

SUSAN OBRIEN  
CT LIEN SOLUTIONS  
187 WOLF ROAD, SUITE 101  
ALBANY, NY 12205



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