

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM406912

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Harp's Food Stores, Inc.		11/29/2016	Corporation: ARKANSAS
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	5209 Village Parkway		
Internal Address:	Attn: Robyn Staggs, Senior Vice President		
City:	Rogers		
State/Country:	ARKANSAS		
Postal Code:	72758		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4011704	HARPS	
Registration Number:	1262710	PRICE CUTTER FOOD WAREHOUSE	
Registration Number:	1823340	PRICE CUTTER	
Registration Number:	2077337	MARTHA HARP'S	
Registration Number:	5070191	10 BOX COST-PLUS	
Registration Number:	5070192	10 BOX COST-PLUS	
CORRESPONDENCE DATA			
Fax Number:	3142592020		
<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:	314-259-2000		
Email:	susan.murphy@bryancave.com		
Correspondent Name:	Bryan Cave LLP		
Address Line 1:	211 North Broadway, Suite 3600		
Address Line 4:	St. Louis, MISSOURI 63102		
ATTORNEY DOCKET NUMBER:	0125166		
NAME OF SUBMITTER:	Matthew G. Minder		
SIGNATURE:	/Matthew G. Minder/		

CH \$165.00 4011704

DATE SIGNED:	11/29/2016
Total Attachments: 3 source=Notice of Trademark#page1.tif source=Notice of Trademark#page2.tif source=Notice of Trademark#page3.tif	

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

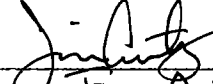
Ladies and Gentlemen:

Please be advised that pursuant to the Fourth Amended and Restated Security and Pledge Agreement dated as of November 29, 2016 (as amended, modified, extended, restated, renewed, replaced, or supplemented from time to time, the "Agreement") and among the Grantors party thereto (each an "Grantor" and collectively, the "Grantors") and Bank of America, N.A., as administrative agent (the "Administrative Agent") for the Secured Parties referenced therein, the undersigned Grantor has granted a continuing security interest in and continuing lien upon the trademarks and trademark applications shown on Schedule 1 attached hereto to the Administrative Agent for the ratable benefit of the Secured Parties.

The undersigned Grantor and the Administrative Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (a) may only be terminated in accordance with the terms of the Agreement and (b) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

HARP'S FOOD STORES, INC.

By: 
Name: Jim Antz
Title: CFO

Acknowledged and Accepted:

BANK OF AMERICA, N.A., as Administrative Agent

By: _____
Name: _____
Title: _____

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
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United States Patent and Trademark Office

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The undersigned Grantor and the Administrative Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (a) may only be terminated in accordance with the terms of the Agreement and (b) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

HARP'S FOOD STORES, INC.

By: _____
Name: _____
Title: _____

Acknowledged and Accepted:

BANK OF AMERICA, N.A., as Administrative Agent

By: Christine Trotter
Name: _____
Title: Christine Trotter
Assistant Vice President

6732771

TRADEMARK
REEL: 005929 FRAME: 0817

SCHEDULE J

<u>Grantor/Owner</u>	<u>Trademarks</u>	<u>Application/ Registration Number</u>	<u>Application/ Date</u>	<u>Registration</u>
FEDERAL TRADEMARKS				
<u>Harp's Food Stores, Inc.</u>	HARPS	4011704	8/16/2011	
<u>Harp's Food Stores, Inc.</u>	PRICE CUTTER FOOD WAREHOUSE and design of scissors slashing dollar sign	1262710	12/27/1983	
<u>Harp's Food Stores, Inc.</u>	PRICE CUTTER	1823340	2/22/1994	
<u>Harp's Food Stores, Inc.</u>	MARTHA HARPS	2077337	7/8/1997	
<u>Harp's Food Stores, Inc.</u>	10 BOX COST-PLUS	5070191	10/25/2016	
<u>Harp's Food Stores, Inc.</u>	10 BOX COST-PLUS (Design)	5070192	10/25/2016	
ARKANSAS TRADEMARKS				
<u>Harp's Food Stores, Inc.</u>	PRICE CUTTER FOOD WAREHOUSE and design of scissors slashing dollar sign	500001082	1/28/1982	
<u>Harp's Food Stores, Inc.</u>	PRICE CUTTER	500000604	7/18/1997	
<u>Harp's Food Stores, Inc.</u>	MARTHA HARPS	500016596	6/11/1996	
MISSOURI TRADEMARKS				
<u>Harp's Food Stores, Inc.</u>	FOOD 4 LESS	S017512	12/13/2006	
OKLAHOMA TRADEMARKS				
<u>Harp's Food Stores, Inc.</u>	MARTHA HARPS	12007024	6/13/1996	
<u>Harp's Food Stores, Inc.</u>	PRICE CUTTER FOOD WAREHOUSE and design of scissors slashing dollar sign	12007055	1/8/1982	