

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM417209

| | | | |
|---|--|-----------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| H Mart Companies, Inc. | | 02/23/2017 | Corporation: NEW YORK |
| Grand Supercenter Inc. | | 02/23/2017 | Corporation: NEW YORK |
| RECEIVING PARTY DATA | | | |
| Name: | Bank of America, N.A. | | |
| Street Address: | 101 N. Tryon Street, Bank of America Plaza | | |
| City: | Charlotte | | |
| State/Country: | NORTH CAROLINA | | |
| Postal Code: | 28255-0001 | | |
| Entity Type: | National Banking Association: NORTH CAROLINA | | |
| PROPERTY NUMBERS Total: 12 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4842882 | SAKURA MOON | |
| Registration Number: | 5023956 | ESENCIA | |
| Registration Number: | 5070107 | WOLDONG WORLD'S BEST KIMCHI | |
| Registration Number: | 5083187 | MELLOW PIE | |
| Registration Number: | 4934218 | BOB 'N JOE | |
| Serial Number: | 86841079 | SEVEN SEAS | |
| Serial Number: | 86268400 | WORLD BEST KIMCHI WOLDONG | |
| Serial Number: | 86913557 | RAW NATURE | |
| Serial Number: | 86945555 | CAFÉ L'AMI | |
| Serial Number: | 87073494 | H | |
| Serial Number: | 87279822 | | |
| Serial Number: | 86899304 | OH | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6174496999 | | |
| <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: | 617-449-3939 | | |
| Email: | elabarge@jonesday.com | | |

CH \$315.00 4842882

Correspondent Name: Lindsey Hebert
Address Line 1: 100 High Street
Address Line 2: Jones Day
Address Line 4: Boston, MASSACHUSETTS 02110-1781

NAME OF SUBMITTER: Lindsey Hebert

SIGNATURE: /Lindsey Hebert/

DATE SIGNED: 02/23/2017

Total Attachments: 6

source=Executed_Trademark Security Agreement#page1.tif
source=Executed_Trademark Security Agreement#page2.tif
source=Executed_Trademark Security Agreement#page3.tif
source=Executed_Trademark Security Agreement#page4.tif
source=Executed_Trademark Security Agreement#page5.tif
source=Executed_Trademark Security Agreement#page6.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of February 23, 2017, is made between H Mart Companies, Inc., a New York corporation, Grand Supercenter Inc., a New York corporation (each, a “Grantor”, and collectively, the “Grantors”), and Bank of America, N.A., as administrative agent (together with its successors) thereto in such capacity, the “Administrative Agent”) for each of the Secured Parties.

WITNESSETH:

WHEREAS, H Mart, Inc., an affiliate of the Grantors, and the Administrative Agent, among others, are parties to a Credit Agreement, dated as of September 16, 2011 (as the same has been and may hereafter be amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), with the Secured Parties party thereto;

WHEREAS, in connection with the Credit Agreement, each Grantor has executed and delivered a Guarantee and Security Agreement, dated as of September 16, 2011 (as amended, supplemented or otherwise modified from time to time, the “Guarantee and Security Agreement”);

WHEREAS, pursuant to the Guarantee and Security Agreement, each Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations and Guarantor Obligations; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Secured Parties to continue to make Loans and issue or participate in Letters of Credit pursuant to the Credit Agreement, each Grantor agrees, for the benefit of each Lender, as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Guarantee and Security Agreement.

Section 2. Grant of Security Interest. Each Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Administrative Agent, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by such Grantor (the “Trademark Collateral”):

(a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those filed or registered items referred to in Item A of Schedule I attached hereto, whether currently in use or not, all registrations and

recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (each, a “Trademark”);

(b) all Trademark licenses for the grant by or to such Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I attached hereto; and

(c) all proceeds of, and rights associated with, the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license.

Notwithstanding the foregoing, “Trademark Collateral” shall not include any general intangibles or other rights arising under any contracts, instruments, licenses or other documents relating to any of the foregoing Trademark Collateral as to which the grant of a security interest would (i) constitute a violation of a valid and effective restriction in favor of a third party on such grant, unless and until any required consents shall have been obtained or (ii) give any other party to such contract, instrument, license or other document the right to terminate its obligations thereunder pursuant to any valid and effective provision thereof.


Section 3. Guarantee and Security Agreement. This Agreement has been executed and delivered by each Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for the benefit of the Secured Parties under the Guarantee and Security Agreement. The Guarantee and Security Agreement (and all rights and remedies of the Administrative Agent and each Lender thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Guarantee and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.


Section 5. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

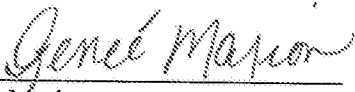
H MART COMPANIES, INC.

By: 
Name: Ilyeon Kwon
Title: president

GRAND SUPERCENTER INC.

By: 
Name: Ilyeon Kwon
Title: president

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

By: 
Name: Renee Marion
Title: Assistant Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005994 FRAME: 0640

SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

Registered Trademarks

| Company | Mark; Trade name | Serial No./ Filing Date | Reg. No./ Date | Status | Jurisdiction of Registration |
|---------------------------|------------------------------------|-------------------------|-----------------------|--------|------------------------------|
| Grand Supercenter Inc. | Sakura Moon | 86507786 1/21/2015 | 4842882 10/27/2015 | Live | U.S. |
| Grand Supercenter Inc. | Esencia | 86716419 08/06/2015 | 5023956 08/16/2016 | Live | U.S. |
| Grand Supercenter Inc. | Woldong, World's Best Kimchi | 86856696 12/22/2015 | 5070107 10/25/2016 | Live | U.S. |
| Grand Supercenter Inc. | Mellow Pie | 86683597 06/28/2016 | 5083187 11/15/2016 | Live | U.S. |
| H Mart Companies, Inc. | Bob 'N Joe | 86678813 06/30/2015 | 4934218 04/05/2016 | Live | U.S. |

Pending Trademark Applications

| Company | Mark; Trade name | Serial No./ Filing Date | Reg. No./ Date | Status | Jurisdiction of Registration |
|---------------------------|---------------------------------|-------------------------|------------------|--------|------------------------------|
| Grand Supercenter Inc. | Seven Seas | 86841079 12/07/2015 | Not assigned yet | Live | U.S. |
| Grand Supercenter Inc. | World Best Kimchi Woldong | 86268400 05/01/14 | Not assigned yet | Live | U.S. |
| Grand Supercenter, Inc. | OH | 86899304 02/08/2016 | Not assigned yet | Live | U.S. |
| Grand Supercenter, Inc. | Raw Nature | 86913557 02/19/2016 | Not assigned yet | Live | U.S. |
| Grand Supercenter, Inc. | Kira Kira | 87279822 12/23/2016 | Not assigned yet | Live | U.S. |
| H Mart Companies, Inc. | Café L'Ami | 86945555 03/18/2016 | Not assigned yet | Live | U.S. |
| H Mart Companies, Inc. | H | 87073494 06/16/2016 | Not assigned yet | Live | U.S. |

Item B. Trademark Licenses

| <u>*Country or Territory</u> | <u>Trademark</u> | <u>Licensor</u> | <u>Licensee</u> | <u>Effective Date</u> | <u>Expiration Date</u> |
|----------------------------------|------------------|-----------------|-----------------|---------------------------|----------------------------|
|----------------------------------|------------------|-----------------|-----------------|---------------------------|----------------------------|

None.