

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wachovia Bank, N.A., successor to Congress Financial Corporation		11/25/2008	CORPORATION:
RECEIVING PARTY DATA			
Name:	Peerless-Premier Appliance Co.		
Street Address:	119 South 14th Street		
City:	Belleville		
State/Country:	ILLINOIS		
Postal Code:	62220		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0918495	PREMIER	
CORRESPONDENCE DATA			
Fax Number:	(314)241-8624		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(314) 241-9090		
Email:	hly@greensfelder.com		
Correspondent Name:	Harvey L. Yusman		
Address Line 1:	10 South Broadway		
Address Line 2:	Suite 2000		
Address Line 4:	St. Louis, MISSOURI 63102		
NAME OF SUBMITTER:	Harvey L. Yusman		
Signature:	/Harvey L. Yusman/		
Date:	12/12/2008		

CH \$40.00 0918495

Total Attachments: 11

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**ASSIGNOR: Wachovia Bank, N.A., successor to Congress
Financial Corporation**

ASSIGNEE: Peerless-Premier Appliance Co.

RELEASE AND QUIT CLAIM ASSIGNMENT

This RELEASE AND QUIT CLAIM ASSIGNMENT is made and entered into the 15 day of NOVEMBER, 2008, by and between Wachovia Bank, N.A., successor to Congress Financial Corporation, a corporation with an office located at 1133 Avenue of the Americas, New York, New York 10036 (the "Assignor"), and Peerless-Premier Appliance Co., a Delaware corporation with an office located at 119 South 14th Street, Belleville, Illinois 62220 (the "Assignee").

WITNESSETH

WHEREAS, to secure the complete and timely performance of certain obligations, Congress Financial Corporation ("Congress") and Assignee entered into that certain Collateral Assignment of Trademarks, dated October 30, 1986 (the "Security Agreement"), a copy of which is attached hereto as Exhibit A, by which Congress acquired a security interest in the trademark application/registration of Assignee on the trademark "PREMIER", U.S. Registration No. 918495, Registration Date August 17, 1971 (the "Trademark Collateral"), and the goodwill of the business symbolized thereby;

WHEREAS, notice of the Security Agreement was recorded in the United States Patent and Trademark Office on November 4, 1986 against the Trademark Collateral at Reel 0543/Frame 0205 in the form of the Security Agreement; and

WHEREAS, Wachovia Bank, N.A. acquired Congress on December 31, 2004, and pursuant thereto has succeeded to Congress' security interest in the Trademark Collateral and the goodwill of the business symbolized thereby; and

WHEREAS, the Assignee and the Assignor wish to release and return to the Assignee any right, title and interest that the Assignor may have acquired in the Trademark Collateral and the goodwill of the business symbolized thereby.

NOW, THEREFORE, in consideration of full payment and complete satisfaction of all obligations, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. The Assignor hereby RELEASES AND TERMINATES, without any reservation, any and all right, title, and interest it may have acquired in the Trademark Collateral and the goodwill of the business symbolized thereby, by virtue of the Security Agreement, and any amendments, supplements or modifications thereto and hereby ASSIGNS, TRANSFERS AND CONVEYS to the Assignee, without representation or warranty, the entire right, title, and interest the Assignor has in and to the Trademark Collateral and the goodwill of the business symbolized thereby.

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REEL: 003901 FRAME: 0702**

2. The Assignor, at no expense to itself, agrees to sign such further releases and assignments, and cooperate with the filing and recordation of this Release and Quit Claim Assignment and/or such other releases and assignments, as is reasonably requested by the Assignee to release any rights acquired by the Assignor in the Trademark Collateral and the goodwill of the business symbolized thereby as a result of the Security Agreement, and any amendments, supplements or modifications thereto.

IN WITNESS WHEREOF, the Assignor has caused this RELEASE AND QUIT CLAIM ASSIGNMENT to be executed as of the date first hereinabove written.

WACHOVIA BANK, N.A., successor to
Congress Financial Corporation

By: [Signature]
Name: JASON B SEARLE
Title: VICE PRESIDENT
Date: 11/25/08

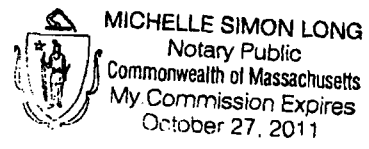
STATE OF MA)
) ss.
COUNTY OF SUFFOLK)

On this 25 day of NOVEMBER, 2008, before me appeared JASON SEARLE, to me personally known, who, being by me duly sworn, did say that he/she is the VICE PRESIDENT of Wachovia Bank, N.A., and that said instrument was signed on behalf of Wachovia Bank, N.A.; and said JASON SEARLE acknowledged said instrument to be the free act and deed of Wachovia Bank, N.A.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Michelle Simon Long
Notary Public

My term expires:



**EXHIBIT A
TO
RELEASE AND QUIT CLAIM ASSIGNMENT
BY AND BETWEEN
WACHOVIA BANK, N.A., SUCCESSOR TO
CONGRESS FINANCIAL CORPORATION
AND
PEERLESS-PREMIER APPLIANCE CO.**

See Attached

COLLATERAL ASSIGNMENT OF TRADEMARKS
(SECURITY AGREEMENT)

COLLATERAL ASSIGNMENT OF TRADEMARKS (SECURITY AGREEMENT) dated as of October 30, 1986, between Peerless-Premier Appliance Co., a Delaware corporation with offices at 119 and 331 South 14th - 16th Streets, Belleville, Illinois ("Assignor"), and CONGRESS FINANCIAL CORPORATION, with offices as 1133 Avenue of the Americas, New York, New York 10036 ("Assignee").

W I T N E S S E T H

WHEREAS, in connection with the acquisition by Warwick Appliance Corp., a Delaware corporation, of all of the issued and outstanding capital stock of the Assignor, a Delaware corporation, Assignee and Assignor have entered into a Revolving Credit and Security Agreement, dated the date hereof (the "Loan Agreement"), pursuant to which Assignee has made and may in the future, in its discretion, make certain loans and advances to Assignor, subject to the terms and provisions of the Loan Agreement;

WHEREAS, Assignor owns all right, title, and interest in and to, among other things, all the United States trademarks and trademark registrations, and trademark applications and tradenames set forth on Schedule A hereto (the "Trademarks"); and

WHEREAS, in order to secure Assignor's Obligations defined in the Loan Agreement) to Assignee, Assignor, pursuant to the Loan Agreement, has granted to Assignee a security interest in, but not limited to, the Trademarks and the goodwill and certain other assets with respect to the Trademarks as further set forth herein, and Assignee has requested Assignor to enter into this Assignment to evidence further such security interest.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for valuable consideration received and to be received, as security for the full payment and performance of the Obligations, to evidence further the security interest granted to the Assignee pursuant to the Loan Agreement, and to induce Assignee to make further loans and advances to Assignor, Assignor hereby assigns, sells, transfers, and conveys to Assignee and grants to Assignee a security interest in and to all of Assignor's right, title, and interest in:

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(a) the Trademarks;

(b) all registrations of the Trademarks in any state of the United States and any foreign countries and localities (the latter being hereafter referred to as the "Foreign Trademarks");

(c) all tradenames, trademarks and trademark registrations hereafter adopted or acquired and used, including, but not limited to, those which are based upon or derived from the Trademarks or any variations thereof (the "Future Trademarks");

(d) all extensions, renewals, and continuations of the Trademarks and Future Trademarks and the registrations referred to in clause (b) above;

(e) all rights to sue for past, present, and future infringements of the Trademarks and Future Trademarks;

(f) all inventory, packaging, labeling, trade names, service marks, logos, and trade dress including or containing the Trademarks and Future Trademarks or a representation thereof, or any variation thereof;

(g) all licenses and other agreements, and all fees, rents, royalties, proceeds or monies thereunder relating to the Trademarks and Future Trademarks and the use thereof;

(h) all goodwill of Assignor's business connected with, symbolized by or in any way related to the items set forth in clauses (a) through (g) above.

All of the foregoing items set forth in clauses (a) through (h) are hereinafter referred to collectively as the "Collateral."

AND Assignor hereby covenants with Assignee as follows:

1. Assignor's Obligations. Assignor agrees that, notwithstanding this Assignment, it will perform and discharge and remain liable for all its covenants, duties, and obligations arising in connection with the Collateral and any licenses and agreements related thereto. Assignee shall have no obligation or liability in connection with the Collateral or any licenses or agreements relating thereto by reason of this Assignment or any payment received by Assignee relating to the Collateral, nor shall Assignee be required to perform any covenant, duty, or obligation of Assignor arising in connection with the Collateral or any license or agreement related thereto

or to take any other action regarding the Collateral or any such licenses or agreement.

2. Representations and Warranties. Assignor represents and warrants to Assignee that: Assignor is the owner of and has good, indefeasible, and merchantable title to the Collateral with the exception of the Foreign Trademarks, to which Assignor is using best efforts to obtain title; the Trademarks are the only material trademarks, trademark registrations, trademark applications and tradenames in which Assignor has any or all right, title and interest; none of the Collateral is subject to any mortgage, pledge, lien, security interest, lease, charge, license, or encumbrance, except in favor of Glenfed Financial Corporation ("Glenfed") ; Assignor will not subject the Foreign Trademarks to any mortgage, pledge, lien, security interest, lease, charge, license, or encumbrance except in favor of Glenfed; and, when this Assignment is filed in the United States Patent and Trademark Office and in any other jurisdiction requiring such filing and the Assignee has taken the other actions contemplated by the Loan Agreement and has complied with the filing requirement of any applicable jurisdiction, this Assignment will create a legal and valid perfected and continuing lien on and security interest in the Collateral, enforceable against Assignor and all third parties, subject to no other mortgage, lien, charge, encumbrance, or security or other interest except in favor of Glenfed.

3. Covenants. Assignor will maintain the Collateral, defend the Collateral against the claims of all persons, and will maintain and renew all registrations of Collateral which are then material to the business of Assignor. Without limiting the generality of the foregoing Assignor shall permit the expiration or termination of any registration of any of the Trademarks in use or Future Trademarks without the prior written consent of Assignee. before the Obligations have been satisfied in full, Assignor shall obtain rights to any new trademark, or become entitled to the benefit of any trademark application or trademark registration, the provisions of Section 1 hereof shall automatically apply thereto and Assignor shall give Assignee prompt notice thereof in writing.

4. Use Prior to Default. Unless and until an Event of Default under, and as defined in, the Loan Agreement shall occur and be continuing, Assignor shall retain the legal and equitable title to the Collateral and shall have the right to use the Collateral in the ordinary course of its business, subject to the terms and covenants of the Loan Agreement and this Agreement.

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5. Remedies Upon Default. Whenever any Event of Default under, and as defined in, the Loan Agreement shall occur and be continuing, Assignor's rights pursuant to Section 4 hereof shall terminate and be null and void at Assignee's election, and Assignee shall have all the rights and remedies granted to it in such event by the Loan Agreement, which rights and remedies are specifically incorporated herein by reference and made a part hereof. Assignee in such event may collect directly any payments due to Assignor in respect of the Collateral and may sell, license, lease, assign, or otherwise dispose of the Collateral in the manner set forth in the Loan Agreement. Assignor agrees that, in the event of any disposition of the Collateral upon any such Event of Default, it will duly execute, acknowledge, and deliver all documents necessary or advisable to record title to the Collateral in any transferee or transferees thereof, including, without limitation, valid, recordable assignments of the Trademarks and Future Trademarks. In the event Assignor fails or refuses to execute and deliver such documents, Assignor hereby irrevocably appoints Assignee as its attorney-in-fact, with power of substitution, to execute, deliver, and record any such documents on Assignor's behalf. For the purpose of enabling Assignee to exercise rights and remedies upon any such Event of Default, Assignor hereby grants to Assignee an irrevocable, non-exclusive license, to the extent permitted by existing licenses (exercisable without payment of royalty or other compensation to Assignor but only upon an Event of Default) to use, license, or sublicense any of the Collateral, now owned or hereafter acquired by Assignor, and wherever the same may be located, which license shall extend only to top quality products, designed, manufactured, promoted, advertised and sold according to the highest standards of the industry so as to maintain and protect the prestige associated with the Trademarks.

6. Cumulative Remedies. The rights and remedies provided herein are cumulative and not exclusive of any other rights or remedies provided by law. The rights and remedies provided herein are intended to be in addition to and not in substitution of the rights and remedies provided by the Loan Agreement or any other agreement or instrument delivered in connection therewith.

7. Amendments and Waivers. This Assignment may not be modified, supplemented, or amended, or any of its provisions waived at the request of Assignor, without the prior written consent of Assignee. Assignor hereby authorizes Assignee to modify this Agreement by amending Schedule A hereto to include any Future Trademarks.

8. Waiver of Rights. No course of dealing between or among any parties to this Assignment or any failure or delay on the part of any such party in exercising any rights or remedies hereunder shall operate as a waiver of any rights or remedies of such party or any other party and no single or partial exercise of any rights or remedies hereunder shall operate as a waiver or preclude the exercise of any other rights or remedies of such party or any other party. No waiver by Assignee of any breach or default by Assignor shall be deemed a waiver of any other previous breach or default or of any breach or default occurring thereafter.

9. Assignment. The provisions of this Assignment shall be binding upon and inure to the benefit of the respective successors and assigns of the parties thereto; provided, however, that no interest herein or in or to the Collateral may be assigned by Assignor without the prior written consent of Assignee. The Assignee may assign all or part of its interest herein or in or to the Collateral to any party to whom it transfers an interest in all or part of the Obligations.

10. Further Acts. Assignor shall have the duty, through counsel acceptable to Assignee, to prosecute diligently any applications for the Trademarks and Future Trademarks pending as of the date of this Agreement or thereafter, until the Obligations shall have been paid in full, to make applications on unregistered or registrable trademarks beneficial for use in the ordinary course of Assignor's business, in any location where Assignor does business, and to preserve and maintain all rights in all material Trademarks. Any expenses incurred in connection with such applications shall be borne by Assignor. The Assignor shall not abandon any right to file a trademark application or registration which is material to the business of the Assignor, nor abandon any pending trademark application or registration which is material to the business of the Assignor without the consent of the Assignee.

11. Enforcement. Assignee shall have the right but shall in no way be obligated to bring suit in its own name to enforce the Trademarks and Future Trademarks and any license thereunder, in which event Assignor shall at the request of Assignee do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Assignee or its agents for all costs and expenses incurred by Assignee in the exercise of its rights under this Section 11.

12. Re-Assignment. At such time as Assignor shall completely satisfy all of the Obligations, Assignee will execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest Assignor full title to the Trademarks, subject to disposition thereof which may have been made by Assignee pursuant hereto.

13. Severability. If any clause or provision of this Assignment shall be held invalid or unenforceable, in whole or in part, in any jurisdiction, such invalidity or unenforceability shall attach only to such clause or provision, or part thereof, and shall not in any manner affect any other clause or provision in any jurisdiction.

14. Notices. All notices, requests and demands to or upon Assignor or Assignee under this Assignment shall be given in the manner prescribed by the Loan Agreement.

15. Governing Law. This Assignment shall be governed by, construed, applied, and enforced in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties have entered into this Assignment as of the date first above written.

PEERLESS-PREMIER APPLIANCE CO.

By: Paul Snyder, Jr.

Title:

CONGRESS FINANCIAL CORPORATION

By: Robert L. ...

Title:

8348C

RECORDED
INDEXED
MAY 13 1964
FBI - NEW YORK

SCHEDULE A

Trademarks, Trademark Registrations
and Trademark Applications

U.S. TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Reg. No.</u>
Premier	918,495
Mark Royal	1,026,143
Duchess (Gas Ranges)	599,331
Duchess (Electric Ranges)	597,281

U.S. TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Ser. No.</u>
Modern Chef	737599,331

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REGISTERED
PATENT & TRADEMARK OFFICE

NOV 4 1986

Amal P. Singh

REGISTERED
PATENT & TRADEMARK OFFICE

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On the 30th day of October, 1986, before me personally
came *R. Paul Sprague*
to me known, who, being by me duly sworn, did depose
and say that he resides at *321 Smithridge Road, New Canaan, CT* that
he is the *Vice President* of PEERLESS-PREMIER APPLIANCE
CO., the corporation described in and which executed the foregoing
instrument; that he knows the seal of said corporation; that the
seal affixed to said instrument is such corporate seal; that it
was so affixed by order of the board of directors of said
corporation, and that he signed his name thereto by like order.

Marilyn L. Brown
Notary Public

MARILYN L. BROWN
Notary Public, State of New York
No. 41-4814953
Qualified in Queens County
Commission Expires April 30, 1988

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On the 30th day of October, 1986, before me personally came
Lawrence Vecker to me known, who, being by me duly sworn, did depose
and say that he resides at *81-53 249 St., Bellerose, NY* that
he is the *Mr. Vice President* of CONGRESS FINANCIAL
CORPORATION, the corporation described in and which executed the
foregoing instrument; and that he signed his name thereto by order
of the board of directors of said corporation.

Marilyn L. Brown
Notary Public

MARILYN L. BROWN
Notary Public, State of New York
No. 41-4814953
Qualified in Queens County
Commission Expires April 30, 1988

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