

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
General Electric Capital Corporation		04/11/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Stein World Operating Company		
Street Address:	5800 Challenge Drive		
City:	Memphis		
State/Country:	TENNESSEE		
Postal Code:	38115		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2341067	PAINTED TREASURES	
CORRESPONDENCE DATA			
Fax Number:	2147581550		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214-758-1500		
Email:	shernandez@pattonboggs.com		
Correspondent Name:	Nam H. Huynh		
Address Line 1:	2000 McKinney Avenue, Suite 1700		
Address Line 2:	Patton Boggs LLP		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	009125.0187		
NAME OF SUBMITTER:	Nam H. Huynh		
Signature:	/Nam H. Huynh/		

OP \$40.00 2341067

Date:

04/16/2013

Total Attachments: 4

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RELEASE OF TRADEMARKS

THIS RELEASE OF TRADEMARKS is dated as of April 11, 2013 by General Electric Capital Corporation, as Administrative Agent ("GECC"). All capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to those terms in the Trademark Security Agreement (as defined below).

WHEREAS, GECC and Stein World Operating Company, a Delaware corporation ("Grantor"), entered into that certain Security Agreement dated as of October 13, 2005 and Security Agreement dated as of July 22, 2008, both of which were filed with the United States Patent and Trademark Office on October 14, 2005, at Reel 3175, Frame 0716 and on July 22, 2008 at Reel 3821, Frame 0001 respectively (collectively, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor granted GECC a security interest in the Trademark Collateral of Grantor, including, without limitation, the Trademark Collateral listed on Schedule A attached hereto as security for certain obligations of Grantor to GECC (the "Obligations"); and

WHEREAS, Grantor has satisfied all of the Obligations and has requested that GECC release in its entirety, its security interest in, to and under the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GECC hereby agrees as follows:

1. GECC hereby absolutely, unconditionally, fully and irrevocably releases, terminates and forever discharges all of GECC's now existing and hereafter acquired right, title and interest in, to and under (including its security interest in and lien on) the following Trademark Collateral, including, without limitation, the Trademark Collateral listed on Schedule A attached hereto:

(a) all Trademarks and all IP Licenses providing for the grant of any right by or to the Grantor under any Trademark, including, without limitation, those Trademarks and IP Licenses listed on Schedule A attached hereto;

(b) any and all renewals or extensions of the foregoing;

(c) the goodwill of Grantor's business connected with the use of, or symbolized by, such Trademarks;

(d) all income, royalties, proceeds, damages and payments now and hereafter due or payable or asserted under or with respect to any of the foregoing, including, without limitation (i) payments under all IP Licenses entered into in connection with the foregoing and damages and payments for past or future infringements thereof, and (ii) all rights to sue and recover at law or in equity for any past, present or future infringement, misappropriation, dilution, violation or other impairment thereof;

(e) all documents, packages, prints and labels on which such Trademarks have appeared and all designs and general intangibles of a like nature; and

(f) all rights corresponding thereto throughout the world.

2. GECC hereby assigns, transfers and sets over to Grantor all of GECC's now existing and hereafter acquired right, title and interest in, to and under the Trademark Collateral under the Trademark Security Agreement, together with the goodwill of the business symbolized by such Trademark Collateral. GECC acknowledges and agrees that the Trademark Security Agreement has been terminated.

3. GECC agrees, at the sole cost and expense of Grantor, to perform all further acts and execute and deliver all further documents and/or instruments that may be reasonably necessary to effect the release and termination of the security interest and lien contemplated herein, including, but not limited to, the recording, filing and entering into any agreements, documents, forms or papers needed to accomplish such release and termination.

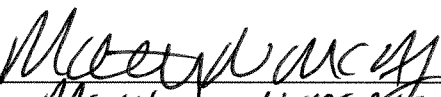
4. This release shall be construed in accordance with and governed by the laws of the State of New York.

5. GECC hereby authorizes and requests that the Director of Patents and Trademarks of the United States of America and any other applicable government officer record this Release of Trademarks.

6. GECC hereby represents and warrants that it has full authority to execute and deliver this Release of Trademarks. To the extent that any other filings with any other governmental authority have been made with respect to any of the Trademark Collateral, GECC shall, upon Grantor's request, execute and deliver a reasonable release or other instrument that will terminate any such filing and/or release any interests conveyed therein.

IN WITNESS WHEREOF, the Agent has executed this Release as of the date first above written.

GENERAL ELECTRIC CAPITAL CORPORATION, as
Agent

By: 
Name: Matthew Winkler
Its: Duly Authorized Signatory

**SCHEDULE A
TO
RELEASE OF TRADEMARKS**

Trademark Registrations

A. REGISTERED TRADEMARKS

<u>TRADEMARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
Painted Treasures	2,341,067	04/11/2000

B. TRADEMARK APPLICATIONS

N/A

C. IP LICENSES

N/A