

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
Bank of America, N.A., as Agent		02/12/2014	Bank: DISTRICT OF COLUMBIA

RECEIVING PARTY DATA

Name:	BOB'S DISCOUNT FURNITURE, LLC
Street Address:	428 Tolland Turnpike
City:	Manchester
State/Country:	CONNECTICUT
Postal Code:	06042
Entity Type:	LIMITED LIABILITY COMPANY: MASSACHUSETTS

Name:	BOB'S DISCOUNT FURNITURE OF MASSACHUSETTS, LLC
Street Address:	428 Tolland Turnpike
City:	Manchester
State/Country:	CONNECTICUT
Postal Code:	06042
Entity Type:	LIMITED LIABILITY COMPANY: MASSACHUSETTS

Name:	FURNITURE NORTH, LLC
Street Address:	428 Tolland Turnpike
City:	Manchester
State/Country:	CONNECTICUT
Postal Code:	06042
Entity Type:	LIMITED LIABILITY COMPANY: MASSACHUSETTS

Name:	BOB'S DISCOUNT FURNITURE HOLDINGS I, LLC
Street Address:	428 Tolland Turnpike
City:	Manchester
State/Country:	CONNECTICUT

Postal Code:	06042
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	BOB'S DISCOUNT FURNITURE HOLDINGS II, LLC
Street Address:	428 Tolland Turnpike
City:	Manchester
State/Country:	CONNECTICUT
Postal Code:	06042
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	RAKG PARTNERS, LLC
Street Address:	428 Tolland Turnpike
City:	Manchester
State/Country:	CONNECTICUT
Postal Code:	06024
Entity Type:	LIMITED LIABILITY COMPANY: MASSACHUSETTS

Name:	BOB'S DISCOUNT FURNITURE OF NY, LLC
Street Address:	428 Tolland Turnpike
City:	Manchester
State/Country:	CONNECTICUT
Postal Code:	06042
Entity Type:	LIMITED LIABILITY COMPANY: MASSACHUSETTS

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2023414	BOB'S DISCOUNT FURNITURE
Registration Number:	1902035	BOB'S DISCOUNT FURNITURE
Registration Number:	3355727	BOB-O-PEDIC

CORRESPONDENCE DATA

Fax Number: 2123037064
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 212 318 6824
Email: christinedionne@paulhastings.com
Correspondent Name: Christine Dionne c/o Paul Hastings LLP
Address Line 1: 75 East 55th Street
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 78436.00128

TRADEMARK

	Christine Dionne
Signature:	/Christine Dionne/
Date:	02/13/2014
Total Attachments: 5 source=Release of Trademark Security Interest BOA#page1.tif source=Release of Trademark Security Interest BOA#page2.tif source=Release of Trademark Security Interest BOA#page3.tif source=Release of Trademark Security Interest BOA#page4.tif source=Release of Trademark Security Interest BOA#page5.tif	

**RELEASE OF
TRADEMARK SECURITY INTEREST**

This RELEASE OF TRADEMARK SECURITY INTEREST (this "Release") is entered into and effective as of February 12 2014, by Bank of America, N.A. (the "Agent"), as administrative agent for itself and the other secured parties under the Credit Agreement referred to below (the "Secured Parties"), in favor of BOB'S DISCOUNT FURNITURE, LLC, a Massachusetts limited liability company ("Bob's"), BOB'S DISCOUNT FURNITURE OF MASSACHUSETTS, LLC, a Massachusetts limited liability company ("Bob's of MA"), FURNITURE NORTH, LLC, a Massachusetts limited liability company ("Furniture North" and, together with Bob's and Bob's of MA, collectively, the "Borrowers"), BOB'S DISCOUNT FURNITURE HOLDINGS I, LLC, a Delaware limited liability company ("Holdings I"), BOB'S DISCOUNT FURNITURE HOLDINGS II, LLC, a Delaware limited liability company ("Holdings II"), RAKG PARTNERS, LLC, a Massachusetts limited liability company ("RAKG"), and BOB'S DISCOUNT FURNITURE OF NY, LLC, a Massachusetts limited liability company ("Bob's of NY" and, together with Holdings I, Holdings II and RAKG, collectively, the "Guarantors"). The Borrowers, the Guarantors and their respective successors, legal representatives and assignees are hereinafter collectively referred to as the "Grantors," and each, individually, as a "Grantor."

RECITALS

WHEREAS, the Borrowers entered into a certain Credit Agreement, dated as of December 27, 2006, with the Agent and the lenders from time to time party thereto (as amended, extended, restated, replaced, supplemented or otherwise modified from time to time prior to the date hereof, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, Bob's executed and delivered to the Agent a certain Trademark Security Agreement, dated as of December 27, 2006 and recorded at the United States Patent and Trademark Office at Reel/Frame 003479/0620 on February 12, 2007 (the "Bob's Security Agreement"), which was amended by that certain Supplement to Trademark Security Agreement, dated as of December 19, 2007 and recorded at the United States Patent and Trademark Office at Reel/Frame 003681/0673 (the "Bob's Security Agreement Supplement");

WHEREAS, in connection with the Credit Agreement, Bob's of MA executed and delivered to the Agent a certain Trademark Security Agreement, dated as of ~~December 27, 2006~~ (the "Bob's of MA Security Agreement");

WHEREAS, in connection with the Credit Agreement, Furniture North executed and delivered to the Agent a certain Trademark Security Agreement, dated as of December 27, 2006 (the "Furniture North Security Agreement");

WHEREAS, in connection with the Credit Agreement, Holdings I executed and delivered to the Agent a certain Trademark Security Agreement, dated as of December 27, 2006 (the "Holdings I Security Agreement");

WHEREAS, in connection with the Credit Agreement, Holdings II executed and delivered to the Agent a certain Trademark Security Agreement, dated as of December 27, 2006 (the "Holdings II Security Agreement");

WHEREAS, in connection with the Credit Agreement, RAKG executed and delivered to the Agent a certain Trademark Security Agreement, dated as of December 27, 2006 (the "RAKG Security Agreement");

WHEREAS, in connection with the Credit Agreement, Bob's of NY executed and delivered to the Agent a certain Trademark Security Agreement, dated as of December 27, 2006 (the "Bob's of NY Security Agreement" and, together with the Bob's Security Agreement, the Bob's Security Agreement Supplement, the Bob's-MA Security Agreement, the Furniture North Security Agreement, the Holdings I Security Agreement, the Holdings II Security Agreement and the RAKG Security Agreement, collectively, the "Security Agreements" and each, a "Security Agreement");

WHEREAS, pursuant to the Security Agreements, each Grantor pledged and granted to the Agent, for the ratable benefit of the Secured Parties, a security interest in and to all of the right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below);

WHEREAS, the Grantors have requested that the Agent enter into this Release in order to accomplish and evidence the release of any and all right, title and interest the Agent and the Secured Parties may have in the Trademark Collateral and to terminate, discharge and release the to the Security Agreements.

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

1. **Definitions.** The term "Trademark Collateral," as used herein, shall mean all of each Grantor's right, title and interest of every kind and nature as of the date hereof in the following (collectively, the "Trademark Collateral");

(a) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (including such marks, names and applications as described in Schedule A hereto), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses, whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(b) the entire goodwill of or associated with the businesses now or hereafter conducted by such Grantor connected with and symbolized by any of the aforementioned properties and assets;

(c) all general intangibles and all intangible intellectual or other similar property of such Grantor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(d) all proceeds of any and all of the foregoing Trademark Collateral (including license royalties, rights to payment, accounts and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Agent is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Trademark Collateral.

2. **Release of Security Interest.** The Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, hereby (i) terminates each of the Security Agreements, and (ii) unconditionally and expressly discharges, terminates, cancels and releases any mortgage, pledge, hypothecation, lien or security interest it has in, upon, or against the Trademark Collateral under each Security Agreement, and if and to the extent right, title, and interest in or to such Trademark Collateral was previously assigned, sold, granted, conveyed, or transferred by any Grantor to Agent, Agent hereby irrevocably assigns, sells, grants, conveys and transfers to such Grantor such right, title and interest in and to such Trademark Collateral.

3. **Filing.** The Agent hereby authorizes the Grantors or the Grantors' authorized representatives to record this Release with the United States Patent and Trademark Office in order to memorialize the release of the lien on and security interest in the Trademark Collateral.

4. **Further Assurances.** The Agent agrees to execute, acknowledge and deliver to the Grantors any and all further documents or instruments, and do any and all further acts which the Grantors (or their respective agents or designees) reasonably request in order to confirm this Release and the Grantors' (or their assignees') right, title and interest in and to the Trademark Collateral.

5. **Governing Law.** This Release shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered as of the date first written above.

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

By: 
Name: Christopher Phelan
Title: Senior Vice President

[Signature Page to Release of Trademark Security Interest]

SCHEDULE A

Grantor	Registration Number	Serial Number	Mark
Bob's Discount Furniture, LLC	2023414	74733445	BOB'S DISCOUNT FURNITURE
Bob's Discount Furniture, LLC	1902035	74492252	BOB'S DISCOUNT FURNITURE
Bob's Discount Furniture, LLC	3355727	77147738	BOB-O-PEDIC