

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
SKM Equity Fund III, L.P.		02/12/2014	LIMITED PARTNERSHIP: DELAWARE

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

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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:	06042
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: 2**

Property Type	Number	Word Mark
Registration Number:	2023414	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

NAME OF SUBMITTER:

**TRADEMARK**  
**REEL: 005215 FRAME: 0774**

	Christine Dionne
Signature:	/Christine Dionne/
Date:	02/13/2014
<b>Total Attachments: 4</b> source=Release of Trademark Security Interest SKM#page1.tif source=Release of Trademark Security Interest SKM#page2.tif source=Release of Trademark Security Interest SKM#page3.tif source=Release of Trademark Security Interest SKM#page4.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 SKM Equity Fund III, L.P., a Delaware limited partnership, in its capacity as collateral agent pursuant to the Notes (as defined below), as pledgee, assignee and secured party (in such capacities, the "Collateral Agent"), 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**, on November 7, 2011 and June 14, 2012, the Borrowers issued Senior Subordinated Second Lien Notes (the "Notes") to the holders named therein (the "Holders");

**WHEREAS**, in connection with the Notes, the Grantors executed and delivered to the Collateral Agent a certain Trademark Security Agreement, dated as of November 7, 2011, which was amended by that certain Amendment No. 1 to Trademark Security Agreement, dated as of June 14, 2012 (as so amended, the "Security Agreement");

**WHEREAS**, pursuant to the Security Agreement, each Grantor pledged and granted to the Collateral Agent, for the ratable benefit of the Holders, 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 Security Agreement was recorded at the United States Patent and Trademark Office at Reel/Frame 4658/0165 on November 9, 2011; and

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

**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 Collateral Agent, on behalf of itself and the Holders, their successors, legal representatives and assigns, hereby (i) terminates the Security Agreement 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 the Security Agreement, and if and to the extent any right, title, and interest in or to such Trademark Collateral was previously assigned, sold, granted, conveyed, or transferred by any Grantor to Collateral Agent, Collateral 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 Collateral 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 Collateral 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).

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

✓ SKM EQUITY FUND III, L.P.  
By: SKM PARTNERS, LLC, its general partner

By:   
Authorized Person

[Signature Page to Release of Trademark Security Interest]

**SCHEDULE A**

<b>Grantor</b>	<b>Registration Number</b>	<b>Serial Number</b>	<b>Mark</b>
Bob's Discount Furniture, LLC	2023414	74733445	BOB'S DISCOUNT FURNITURE
Bob's Discount Furniture, LLC	3355727	77147738	BOB-O-PEDIC