

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM330043

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
First Union National Bank		05/05/2000	a National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Dollar Express Royalties, Inc.		
Street Address:	1700 Tomlinson Road		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19103		
Entity Type:	CORPORATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1834110	DOLLAR EXPRESS	
CORRESPONDENCE DATA			
Fax Number:	7574730395		
<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:	757.499.8800		
Email:	amarino@williamsmullen.com		
Correspondent Name:	Amy G. Marino, Esquire		
Address Line 1:	Williams Mullen, c/o IP Docketing		
Address Line 2:	222 Central Park Avenue, Suite 1700		
Address Line 4:	Virginia Beach, VIRGINIA 23462-3035		
ATTORNEY DOCKET NUMBER:	301946.1841		
NAME OF SUBMITTER:	Amy G. Marino		
SIGNATURE:	/Amy G. Marino/		
DATE SIGNED:	01/26/2015		
Total Attachments: 3			
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OP \$40.00 1834110

**TERMINATION AND RELEASE
OF SECURITY INTEREST
IN TRADEMARKS**

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of May 5, 2000, by **FIRST UNION NATIONAL BANK, AS ADMINISTRATIVE AGENT FOR THE LENDERS PARTY TO THE CREDIT AGREEMENT REFERRED TO BELOW** (the "Administrative Agent").

WHEREAS, Dollar Express, Inc. (f/k/a DE&S Holding Co.), Dollar Express Stores, Inc. (f/k/a Dollar Express, Inc.), Dollar Express Royalties, Inc., DE&S Finance Co. and Dollar Express Management, Inc. (collectively, the "Borrowers") are party to that certain Credit Agreement dated as of February 5, 1999 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among the Borrowers, the Lenders or are or may become party thereto (the "Lenders"), and the Administrative Agent; and

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of February 5, 1999 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") by and among the Borrowers, as Grantors, and the Administrative Agent, the Administrative Agent has recorded a security interest in and lien on all of the trademarks identified on Exhibit A attached hereto (collectively, the "Pledged Trademarks"); and

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office on February 17, 1999 at Reel 1855 and Frame 0716 and on November 3, 1999 at Reel 001985 and Frame 0514; and

WHEREAS, in connection with the agreement of the Borrowers to pay all outstanding amounts under the Credit Agreement and the Loan Documents (including the Security Agreement) referred to therein and to terminate the Credit Agreement and the Loan Documents (including the Security Agreement) referred to therein pursuant to the terms and conditions thereof, the Administrative Agent has agreed to terminate and release its security interest in and lien on all of the Pledged Trademarks as herein provided;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby terminates and releases its security interest in and lien on all of the Pledged Trademarks effective as of the date first set forth above.

This Termination and Release may be executed in any number of counterparts which shall together constitute one and the same agreement.

1805041.02
LIB:

IN WITNESS WHEREOF, the Administrative Agent has executed this Termination and Release, to take effect as of the date first set forth above.

First Union National Bank,
as Administrative Agent

By: G. R. [Signature]
Title: Assistant Vice President

STATE OF Pennsylvania
CITY OF Philadelphia to wit:

The foregoing instrument was acknowledged before me this 5th day of May, 2000 by Craig Rappaport the Asst. Vice President First Union National Bank, as Administrative Agent.

[Signature]
Notary Public

My commission expires

Joanne E. Potts, Notary Public
Cheltenham Twp., Montgomery County
My Commission Expires Aug. 11, 2002

Member, Pennsylvania Association of Notaries

1805041.02
LJB:

Exhibit A

U.S. Trademarks subject to security interest of
First Union National Bank, as Administrative Agent,
recorded February 17, 1999 at Reel 1855 and Frame 0716
and
recorded November 3, 1999 at Reel 001985 and Frame 0514

<u>Mark</u>	<u>Registration No.</u>	<u>Issue Date</u>
DOLLAR EXPRESS	RN 1,834,110	05/03/1994
TODAY'S HOME	RN 2,093,538	09/02/1997
DOLLAR EXPRESS\$	RN 2,310,823	01/25/2000
DOLLAR EXPRESS EVERYTHING \$1.00	RN 2,274,232	08/31/1999

1805041.02
L.B.