

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM342493

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		12/09/2014	National Association (BANK): DELAWARE
RECEIVING PARTY DATA			
Name:	True Value Company		
Street Address:	8600 West Bryn Mawr		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60631		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1919139	PRESTIGE	
CORRESPONDENCE DATA			
Fax Number:	3125777007		
<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:	312 577-7000		
Email:	trademark@fitcheven.com		
Correspondent Name:	Edward E. Clair		
Address Line 1:	120 S. LaSalle Street		
Address Line 2:	Suite 1600		
Address Line 4:	Chicago, ILLINOIS 60603-3402		
ATTORNEY DOCKET NUMBER:	9287-136253		
NAME OF SUBMITTER:	Edward E. Clair		
SIGNATURE:	/Edward E. Clair/		
DATE SIGNED:	05/27/2015		
Total Attachments: 3			
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OP \$40.00 1919139

RELEASE OF SECURITY INTEREST IN TRADEMARK

This Release of Security Interest in Trademark, dated as of March 19, 2015 (this "Release"), is made by Bank of America, N.A., as agent (the "Agent") for the Lenders party thereto (the "Lenders") under that certain Amended and Restated Credit Agreement, dated as of December 8, 2014 (as the same may be amended, supplemented, amended and restated, renewed or otherwise modified from time to time, the "Credit Agreement") with and in favor of True Value Company, a Delaware corporation located at 8600 West Bryn Mawr Avenue, Chicago, IL 60631 (the "Company"). Capitalized terms used in this Release shall have the respective meanings assigned to them in the Security Agreement (as defined below).

WHEREAS, in connection with the Credit Agreement the Company and Agent entered into an Amended and Restated Security and Pledge Agreement (the "Security Agreement"), dated as of December 8, 2014, pursuant to which the Company, to secure the due and punctual payment and performance of all indebtedness, obligations and liabilities of the Company to Lenders of every kind and description, direct or indirect, absolute or contingent, due or to become due, then existing or thereafter arising under the Credit Agreement and further including all costs, expenses and attorneys' fees incurred in the collection of said indebtedness, obligations and liabilities or in the enforcement or defense of the Security Agreement, pledged, mortgaged, granted a security interest in all of its right, title and interest in and to the following (collectively, the "Trademark Collateral"): the Trademark registration and application listed on Schedule A hereto, together with all monies and claims for monies then or thereafter due or payable thereon or in respect thereof;

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office on December 9, 2014, at _____; and

WHEREAS, Lenders have agreed to terminate, cancel and release its security interest in and conditional assignment to the Trademark Collateral.

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

1. Release of Lien. Agent, on behalf of Lenders, hereby terminates the Security Agreement and hereby terminates, cancels and releases any and all security interests and conditional assignments that Lenders have in and to the Trademark Collateral.

2. Authorization to Record. Agent authorizes and requests that the United States Patent and Trademark Office and any applicable government officer record this Release.


3. Further Assurances. Agent shall take all further actions, and provide to the Company, its successors, assigns or other legal representatives all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Company to more fully and effectively effectuate the purposes of this Release, at the Company's sole cost and expense.

4. Governing Law. The validity, interpretation and enforcement of this Release and all rights hereunder shall be governed by the laws of the State of ~~Delaware~~ New York, without regard to principles of conflicts of laws.

"PRESTIGE" Trademark Lien Release 031082015

IN WITNESS WHEREOF, BANK OF AMERICA, N.A., as Agent has caused this Release of Security Interest in Trademark to be executed by its officer or agent thereunto duly authorized, as of the date first above written.

BANK OF AMERICA, N.A., as
Agent

By: 
Name: Thomas H. Walcott
Title: Senior Vice President

Notice Address:

Bank of America, N.A.
135 South LaSalle Street, 9th Floor
Chicago, Illinois 60603
Attention: True Value Account Manager
Facsimile: 312.453-5555

"PRESTIGE" Trademark Lien Release 03192015

TRADEMARK
REEL: 005523 FRAME: 0845

SCHEDULE A TO
RELEASE OF SECURITY INTEREST
TRADEMARK

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Owner	Jurisdiction	Status
PRESTIGE	74/568898	8/15/1994	1919139	9/19/1995	True Value Company	United States	Registered