OP \$140.00 23794

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM346286

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cerberus Business Finance, LLC		06/17/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Gordmans, Inc.
Street Address:	1926 South 67th Street
City:	Omaha
State/Country:	NEBRASKA
Postal Code:	68108
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2379498	GORDMANS
Registration Number:	2548132	G
Registration Number:	2640229	G SOMETHING UNEXPECTED
Registration Number:	3045751	GIVE THE UNEXPECTED
Registration Number:	2721561	SOMETHING UNEXPECTED

CORRESPONDENCE DATA

Fax Number: 8004947512

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.

Phone: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Dwayne C. Houston

Address Line 1: 1025 Vermont Avenue NW, Suite 1130 Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F156794
NAME OF SUBMITTER:	Matthew R. Pierce
SIGNATURE:	/Matthew R. Pierce/
DATE SIGNED:	06/30/2015

TRADEMARK REEL: 005565 FRAME: 0169

Total Attachments: 4

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TRADEMARK REEL: 005565 FRAME: 0170

RELEASE OF SECURITY INTERESTS IN INTELLECTUAL PROPERTY

This Release of Security Interests in Intellectual Property is made as of the 17th day of June, 2015 (the "Release Date"), in favor of Gordmans, Inc., a Delaware corporation ("Gordmans" or the "Grantor"), by Cerberus Business Finance, LLC, as administrative agent (in such capacity "Secured Party").

WHEREAS, a Trademark Security Agreement, dated August 27, 2013, by the Grantor in favor of Secured Party ("<u>Trademark Security Agreement</u>") was recorded on August 27, 2013 by the Assignment Recordation Branch of the U.S. Patent and Trademark Office, at Reel/Frame 5098/0654.

WHEREAS, the Grantor has made payment to satisfy the obligations owed to the Secured Party by the Grantor under the above referenced Trademark Security Agreement, and the Secured Party has agreed to terminate, release and discharge its security interest in all of the Trademark Collateral (as such term is defined in the Trademark Security Agreement), including, without limitation, the Trademarks listed on Schedule A.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Secured Party hereby agree as follows:

- 1. All of Secured Party's security interests, liens, pledges, mortgages, and other encumbrances of any kind whatsoever created pursuant to the Trademark Security Agreement (collectively, the "Security Interests"), including any such Security Interests encumbering the Trademark Collateral, are hereby automatically terminated, released and discharged, and the Secured Party shall sign any additional termination documents reasonably requested in writing by Grantor at Grantor's cost and expense, including filings with the U.S. Patent and Trademark Office against the Trademark Collateral (including, without limitation, the Trademarks listed on Schedule A hereto), as shall be necessary to effect the termination, release and discharge of all of the Security Interests, each at Grantor's cost and expense.
- 2. If and to the extent that Secured Party has acquired any right, title or interest in or to any of the Trademark Collateral, it hereby assigns and transfers such rights, title or interest to Grantor, along with any goodwill in the Trademarks that the Secured Party may have acquired.
- 3. This Release may be executed in any number of counterparts, but all of such counterparts shall together constitute one and the same instrument. This Release shall be governed and construed in accordance with the laws of the State of New York.

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TRADEMARK REEL: 005565 FRAME: 0171

GORDMANS, INC.	CERBERUS BUSINESS FINANCE, LLC, as Agent
BY: Willay Dom-	BY:
NAME: Michael D. James	NAME:
TITLE: Chief Financial Officer	TITLE:

IN WITNESS WHEREOF, each of the parties hereto has caused this document to be signed as of the date first set forth above by a duly authorized representative.

GORDMANS, INC.		CERBERUS BUSINESS FINANCE, LLC, as Agent
BY:		BY:
NAME:	-	NAME: Daniel Wiff TITLE: President
TITLE:		TITLE: Diesident

IP Release Agreement

SCHEDULE A

TRADEMARKS

Company/Subsidiary	Registered Trademark	Registration Number
Gordmans, Inc.	Gordmans	2379498
Gordmans, Inc.	G (stylized)	2548132
Gordmans, Inc.	G Something Unexpected	2640229
Gordmans, Inc.	Give the Unexpected	3045751
Gordmans, Inc.	Something Unexpected	2721561

TRADEMARK REEL: 005565 FRAME: 0174

RECORDED: 06/30/2015