

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM414280

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|---|--|-----------------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST IN TRADEMARKS | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Cerberus Business Finance, LLC, as collateral agent | | 01/31/2017 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Gabriel Brothers, Inc. | | |
| Street Address: | 55 Scott Avenue | | |
| City: | Morgantown | | |
| State/Country: | WEST VIRGINIA | | |
| Postal Code: | 26508 | | |
| Entity Type: | Corporation: WEST VIRGINIA | | |
| PROPERTY NUMBERS Total: 10 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3993678 | A DIFFERENT STORE EVERY DAY | |
| Registration Number: | 3993672 | A DIFFERENT STORE EVERYDAY | |
| Registration Number: | 2008421 | GABE'S | |
| Registration Number: | 1527541 | GABRIEL'S | |
| Registration Number: | 1526253 | GABRIEL'S | |
| Registration Number: | 1946999 | GABRIEL BROTHERS | |
| Registration Number: | 2555713 | GABRIEL BROTHERS | |
| Registration Number: | 1946998 | GABRIEL BROTHERS | |
| Registration Number: | 2108717 | PREMIER GRAPHICS | |
| Registration Number: | 2122183 | RUGGED WEARHOUSE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2125935955 | | |
| <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: | 212-756-2132 | | |
| Email: | scott.kareff@srz.com | | |
| Correspondent Name: | S. Kareff c/o Schulte Roth & Zabel LLP | | |
| Address Line 1: | 919 Third Avenue | | |
| Address Line 4: | New York, NEW YORK 10022 | | |

CH \$265.00 3993678

| | |
|--------------------------------|----------------------------|
| ATTORNEY DOCKET NUMBER: | 014951-1690 |
| NAME OF SUBMITTER: | Scott Kareff (014951-1690) |
| SIGNATURE: | /kc for sk/ |
| DATE SIGNED: | 01/31/2017 |

Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of January 31, 2017 (the "Effective Date"), is made by CERBERUS BUSINESS FINANCE, LLC, in its capacity as collateral agent for the Secured Parties (the "Agent"), in favor of Gabriel Brothers, Inc. (the "Grantor").

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated March 21, 2012 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Pledge and Security Agreement"), entered into by the Grantor in favor of Agent, as the Collateral Agent for itself and the Lenders.

WHEREAS, pursuant to the Pledge and Security Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of March 21, 2012 (the "Trademark Security Agreement", and together with the Pledge and Security Agreement, the "Security Agreements") for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on March 21, 2012 at Reel/Frame 4740/0570.

WHEREAS, pursuant to the Security Agreements, the Grantor pledged and granted to the Agent for the benefit of the Secured Parties (as such term is defined in the Pledge and Security Agreement) a continuing security interest in all Trademarks, including, without limitation, the Trademarks set forth on Schedule I hereto, together with all goodwill associated therewith and symbolized thereby and the applications and registrations thereof, and all proceeds thereof constituting Collateral, including, without limitation, any and all causes of action arising out of or relating to any infringement thereof and any and all rights to recover from past, present and future violations thereof (collectively, the "Released Trademark Collateral"); and

WHEREAS, the Grantor has requested that the Agent enter into this Release in order to effectuate, evidence and record the release of any and all right, title and interest the Agent may have in the Released Trademark Collateral pursuant to the Security Agreements.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Grantor and the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreements, as applicable.

2. Release of Collateral. The Agent, on behalf of itself and the Secured Parties and any other secured parties represented by the Agent, and their respective successors, legal representatives and assigns, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in the Released Trademark Collateral, arising under the Security Agreements..

3. Further Assurances. The Agent agrees to take any necessary further actions, and provide to the Grantor and 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 Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

4. GOVERNING LAW. THIS RELEASE SHALL BE GOVERNED EXCLUSIVELY UNDER THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW OR CHOICE OF LAW PRINCIPLES.

IN WITNESS WHEREOF, each of the Grantor and the Agent has caused this Release to be executed by its duly authorized representative as of the date first set forth above:

CERBERUS BUSINESS FINANCE, LLC,
as Agent

By: _____

Name: **Daniel E. Wolf**

Title: **Chief Executive Officer**

Release of Security Interest in Trademarks

TRADEMARK
REEL: 005975 FRAME: 0479

GRANTOR:

GABRIEL BROTHERS, INC.

By: 
Name: James J. Kline
Title: Chief Financial Officer

Release of Security Interest in Trademarks

TRADEMARK
REEL: 005975 FRAME: 0480

SCHEDULE I

Trademarks

| <u>Owner</u> | <u>Country</u> | <u>Trademark</u> | <u>Registration No.</u> | <u>Application Date</u> | <u>Registration Date</u> |
|------------------------|----------------|--------------------------------|---------------------------|-------------------------|--------------------------|
| Gabriel Brothers, Inc. | U.S. | A Different Store Every Day | USPTO Reg. No. 3993678 | 12/14/2010 | 7/12/2011 |
| Gabriel Brothers, Inc. | U.S. | A Different Store Everyday | USPTO Reg. No. 3993672 | 12/14/2010 | 7/12/2011 |
| Gabriel Brothers, Inc. | U.S. | Gabes | USPTO Reg. No. 2008421 | 11/7/1995 | 10/15/1996 |
| Gabriel Brothers, Inc. | U.S. | Gabriel's | USPTO Reg. No. 1527541 | 7/25/1988 | 2/28/1989 |
| Gabriel Brothers, Inc. | U.S. | Gabriel's and Design | USPTO Reg. No. 1526253 | 7/25/1988 | 2/21/1989 |
| Gabriel Brothers, Inc. | U.S. | Gabriel Brothers | USPTO Reg. No. 1946999 | 3/1/1995 | 1/9/1996 |
| Gabriel Brothers, Inc. | U.S. | Gabriel Brothers Design | USPTO Reg. No. 2555713 | 5/2/2001 | 4/12/2002 |
| Gabriel Brothers, Inc. | U.S. | Gabriel Brothers and Design | USPTO Reg. No. 1946998 | 3/1/1995 | 1/9/1996 |
| Gabriel Brothers, Inc. | U.S. | Premier Graphics | USPTO Reg. No. 2108717 | 8/20/1996 | 10/28/1997 |
| Gabriel Brothers, Inc. | U.S. | Rugged Warehouse | USPTO Reg. No. 2122183 | 1/2/1996 | 12/16/1997 |