

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM455676

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fifth Third Bank		12/20/2017	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	Hillsdale Furniture LLC		
Street Address:	3901 Bishop Lane		
City:	Louisville		
State/Country:	KENTUCKY		
Postal Code:	40218		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Serial Number:	75515435	HILLSDALE	
Serial Number:	75540482	HILLSTREET	
Serial Number:	78405852	HILLAMATIC	
Serial Number:	78405061	PRO ACCESS	
Serial Number:	78530001	YOUTH PACK BEDROOM	
Serial Number:	78529995	STUDY BUNKER	
Serial Number:	78541963	OFFICE SLEEPER	
Serial Number:	78596383	AMERICA'S GREAT ROOM	
Serial Number:	77211891	HILLSDALE FURNITURE, LLC.	
Serial Number:	86103943	TUSCAN RETREAT	
Serial Number:	78144190	SENSA	
Serial Number:	77867377	NE KIDS	
Serial Number:	77865734	NE KIDS	
Serial Number:	77136063	SENSA RESERVE	
Serial Number:	75169748	SENSA	
Serial Number:	74283759	NEW ENERGY	
CORRESPONDENCE DATA			
Fax Number:	2123361292		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2123362864
Email: IPDOCKETING@PBWT.COM
Correspondent Name: Craig Dent, Esq.
Address Line 1: Patterson Belknap Webb & Tyler LLP
Address Line 2: 1133 Avenue of the Americas
Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Craig Dent
SIGNATURE:	/Craig Dent/
DATE SIGNED:	12/22/2017

Total Attachments: 3

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RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS RELEASE OF TRADEMARK SECURITY AGREEMENT ("Release"), dated as of December 20, 2017 is made by FIFTH THIRD BANK, an Ohio banking corporation (for itself and as agent for each affiliate of Fifth Third Bancorp) (collectively, "Secured Party"), and is as follows:

WHEREAS, HILLSDALE FURNITURE LLC, a Delaware limited liability company ("Debtor"), and Secured Party are parties to that certain Trademark Security Agreement, dated as of December 21, 2012, which was recorded with the United States Patent and Trademark Office on January 8, 2013 in its records at Reel 4937, Frame 0706, as amended by a First Amendment to Trademark Security Agreement, dated as of February 27, 2015, which was recorded with the United States Patent and Trademark Office on March 18, 2015 in its records at Reel 5481, Frame 0230 (as amended, the "Agreement"); capitalized terms used but not defined herein will have the meaning given to them in the Agreement;

WHEREAS, the Agreement granted to the Secured Party a security interest in all of each Debtor's right, title and interest in and to all of its Trademark Collateral, including, without limitation: (a) all of each Debtor's right, title and interest in and to all of its now or in the future owned or existing Trademarks listed on Schedule I of the Agreement (attached hereto and made a part hereof as Schedule I); (b) all renewals of each of the Trademarks; (c) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all Trademarks, including damages and payments for past or future infringements of any and all Trademarks; (d) all rights to sue for past, present and future infringements of any and all Trademarks; (e) all rights corresponding to each of the Trademarks throughout the world; (f) all rights of each Debtor as licensor or licensee under, and with respect to, trademarks, service marks, trade names, and trademark and service mark applications, including the Trademark Licenses; and (g) together in each case with the goodwill of each Debtor's business connected with the use of, and symbolized by, the foregoing; and

WHEREAS, Secured Party desires to release its rights and security interests in the Trademark Collateral solely as granted under the Agreement solely as granted under the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Secured Party hereby fully and finally releases and terminates (i) its security interest and other rights in, to and under the Trademark Collateral and (ii) any and all other rights it may have under the Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party has caused this Release to be duly executed as of the day and year first above written.

FIFTH THIRD BANK

By: 

Donald K. Mitchell, Vice President

SIGNATURE PAGE TO
RELEASE OF TRADEMARK SECURITY AGREEMENT
(HILLSDALE)

TRADEMARK
REEL: 006235 FRAME: 0085

SCHEDULE I

TRADEMARKS

Registered/Pending Trademarks

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
HILLSDALE	75/515,435	07-08-1998	2,269,006	08-10-1999
HILLSTREET	75/540,482	08-21-1998	2,290,129	11-02-1999
HILL-A-MATIC	78/405,852	04-21-2004	3,110,187	06-27-2006
PRO ACCESS	78/405,061	04-20-2004	3,130,695	08-15-2006
YOUTH PACK BEDROOM	78/530,001	12-09-2004	3,137,016	08-29-2006
STUDY BUNKER	78/529,995	12-09-2004	3,195,309	01-02-2007
OFFICE SLEEPER	78/541,963	01-04-2005	3,371,053	01-15-2008
AMERICA'S GREAT ROOM	78/596,383	03-28-2005	3,464,005	07-08-2008
HILLSDALE FURNITURE, LLC. and Design	77/211,891	06-21-2007	3,632,072	06-02-2009

Common-law Trade Names and Trademarks

None.

Trademark License Rights

None.

Registered/Pending Trademarks

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
TUSCAN RETREAT	86/103,943	10-29-2013	4,555,550	06-24-2014
SENSA	78/144,190	7-16-2002	2,777,887	10-28-2003
NE KIDS	77/867,377	11-06-2009	3,846,503	09-07-2010
NE KIDS	77/865,734	10-05-2009	3,810,292	06-29-2010
SENSA RESERVE	77/136,063	03-20-2007	3,496,571	09-02-2008
SENSA	75/169,748	09-20-1996	2,139,764	02-24-1998
NEW ENERGY	74/283,759	06-11-1992	1,749,100	01-26-1993

Common-law Trade Names and Trademarks

NA
NE
NE NEW ENERGY
NEW ENERGY

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