

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM457040

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SEARS, ROEBUCK AND CO.		01/04/2018	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	JPP, LLC		
Street Address:	1170 Kane Concourse, Suite 200		
City:	Bay Harbor Islands		
State/Country:	FLORIDA		
Postal Code:	33154		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2621140	THE GREAT INDOORS	
CORRESPONDENCE DATA			
Fax Number:	3125548015		
<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) 554-8000		
Email:	blc@pattishall.com, kep@pattishall.com		
Correspondent Name:	Bradley L. Cohn		
Address Line 1:	200 South Wacker Drive, Suite 2900		
Address Line 4:	Chicago, ILLINOIS 60606-5896		
ATTORNEY DOCKET NUMBER:	02772-24		
NAME OF SUBMITTER:	Bradley L. Cohn		
SIGNATURE:	/bradleycohn/		
DATE SIGNED:	01/05/2018		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of January 4, 2018 (the "Effective Date"), made by and between SEARS, ROEBUCK AND CO. ("Grantor") and JPP, LLC ("Agent"), for the benefit of the Credit Parties, as defined in the Loan Agreement (as defined below).

WHEREAS, Agent has agreed to make Loans to the Grantor under that certain Term Loan Credit Agreement, dated as of January 4, 2018, by and among Sears Roebuck and Acceptance Corp. and Kmart Corporation, as Borrowers, Sears Holdings Corporation, as Guarantor, together with the other Guarantors party thereto, the Lenders named therein and Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement").

WHEREAS, Agent entered into that certain Intellectual Property Security Agreement, dated as of January 4, 2018, by and among Grantor, the grantors party thereto and Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, pursuant to the Security Agreement, the Grantor granted a Security Interest to the Agent, for the benefit of the Credit Parties, in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and Agent hereby agree as follows:

1. Defined Terms

All capitalized terms used in this Trademark Security Agreement and not otherwise defined herein will have the meanings assigned to them in the Security Agreement or Loan Agreement, as applicable.

2. Supplement to Security Agreement

This Trademark Security Agreement has been entered into in conjunction with the Security Interest granted to Agent, for the benefit of the Credit Parties, under the Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of Agent and the Credit Parties with respect to the security interest in Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The terms of this Trademark Security Agreement are supplemental to and not in replacement of the terms of the Security Agreement, and the rights and remedies of Agent and the Credit Parties with respect to the security interests granted herein are without prejudice to, but in addition to, those set forth in the Security Agreement. If there is any conflict between this Trademark Security Agreement and the Security Agreement, the Security Agreement will govern.

3. Security Interest and Collateral

Grantor hereby grants Agent, for the benefit of the Credit Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the "Trademark Collateral"):

- a. any United States or foreign: (i) trademarks, service marks, certification marks, trade names, social media identifiers, handles or other types of source identifier, whether arising under a statute or under common law, and whether registered or unregistered; (ii) corporate and company names, business names, trade styles, designs, logos or trade dress; (iii) the goodwill of the business connected with the use of or symbolized by any trademark or service mark; (iv) registrations, renewals, applications and other filings for any trademarks in any IP Filing Office; and (v) rights throughout the world analogous to the foregoing, including, without limitation, each trademark

listed in Schedule 1 attached hereto (as such schedule may be amended or supplemented from time to time) (collectively, "Trademarks"); and

- b. for any Trademark, any (i) rights to royalties, revenues, income, damages or other payments arising therefrom; and (ii) all other accrued and unaccrued causes of action (whether in contract, tort or otherwise) or rights to claim, sue or collect damages for or enjoin or obtain other legal or equitable relief for, an infringement, misuse, misappropriation, dilution, violation, unfair competition or other impairment (whether past, present or future) thereof, including expired items,
- c. in each case, other than Excluded Property (as defined in the Security Agreement).

Notwithstanding the foregoing, the Trademark Collateral shall not include any "intent-to-use" application for registration of a Trademark filed with the USPTO pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, but solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law. For the avoidance of doubt, this Trademark Security Agreement is not to be construed as an assignment of any Trademark Collateral.

4. Recordation

Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by Agent.

5. Termination

When all Term Loans (including interest thereon) have been paid and performed in full and the Lenders no longer have a commitment to make any Loan to any Debtor, this Trademark Security Agreement will terminate.

6. Governing law

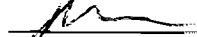
This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to conflicts of laws principles thereof but including Section 5-1401 and 5-1402 of the New York General Obligations Law.

7. Counterparts; Electronic communications

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Notices and other communications may be delivered electronically (including by e-mail) and will be effective upon receipt, except that any record required to be signed, executed or authenticated will only be effective when authenticated and delivered by electronic imaging means (e.g., .pdf or .tiff).

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SEARS, ROEBUCK AND CO.

By: 
Name: Robert A. Riecker
Title: Chief Financial Officer

JPP, LLC, as Agent

By: 

Name: Edward S. Lampert

Title: Member

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 006244 FRAME: 0267

**SCHEDULE 1
TO TRADEMARK SECURITY AGREEMENT**

REGISTERED TRADEMARKS

<u>MARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>	<u>GRANTOR</u>
the great indoors	2621140	9/17/2002	Sears, Roebuck and Co.

TRADEMARK APPLICATIONS

None.