

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM479649

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association, as Administrative Agent for the Secured Parties		06/26/2018	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	W.S. Badcock Corporation
Street Address:	200 Phosphate Blvd., N.W.
Internal Address:	Attn: Greg Reeves
City:	Mulberry
State/Country:	FLORIDA
Postal Code:	33860
Entity Type:	Corporation: FLORIDA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2359675	BADCOCK
Registration Number:	2421435	LEGENDS BY BADCOCK
Registration Number:	2443504	BADCOCK HOME FURNITURE & MORE
Registration Number:	2808295	NEED NEW FURNITURE?
Registration Number:	3867089	PROTECT·IT
Serial Number:	77790884	PROTECT·IT
Serial Number:	77779642	PROTECT-IT
Registration Number:	3030669	KIDS & MORE
Serial Number:	86403408	LEGENDS SIGNATURE
Serial Number:	86403417	S LEGENDS SIGNATURE

CORRESPONDENCE DATA

Fax Number: 4045818330

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: 404-581-8275

Email: srbrown@jonesday.com

TRADEMARK

Correspondent Name: Sidney R. Brown, Jones Day
Address Line 1: 1420 Peachtree Street, NE
Address Line 2: Suite 800
Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER: Sidney R. Brown

SIGNATURE: /Sidney R. Brown/

DATE SIGNED: 06/27/2018

Total Attachments: 4

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RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST (“**Release**”) is made and effective as of June 26, 2018 and granted by WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as administrative agent for the Secured Parties (in such capacity, the “**Administrative Agent**”), in favor of W.S. Badcock Corporation (the “**Grantor**”) and its successors, assigns and legal representatives.

WHEREAS, pursuant to (i) that certain Credit Agreement, dated as of March 25, 2011 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Initial Credit Agreement**”) by and among the Grantor, each of those Domestic Subsidiaries of the Grantor from time to time party thereto, the banks and financial institutions from time to time party thereto as lenders and the Administrative Agent, the Grantor executed and delivered to the Administrative Agent (a) that certain Security Agreement, dated as of March 25, 2011, by and among the Obligors party thereto, the other grantors identified therein or joined thereto from time to time and the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Initial Security Agreement**”) and (b) that certain Notice of Grant of Security Interest in Trademarks, dated as of March 25, 2011, by and between the Grantor and the Administrative Agent (the “**Initial Trademark Security Agreement**”) and (ii) that certain Amended and Restated Credit Agreement, dated as of October 31, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Amended and Restated Credit Agreement**”, together with the Initial Credit Agreement, the “**Credit Agreements**”), by and among the Grantor, each of those Domestic Subsidiaries of the Grantor from time to time party thereto, the banks and financial institutions from time to time party thereto as lenders and the Administrative Agent, the Grantor executed and delivered to the Administrative Agent (a) that certain Amended and Restated Security Agreement, dated as of October 31, 2014, by and among the Grantor, the other grantors identified therein or joined thereto from time to time and the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Amended and Restated Security Agreement**”) and (b) that certain Notice of Grant of Security Interest in Trademarks, dated as of October 31, 2014, by and between the Grantor and the Administrative Agent (the “**Additional Trademark Security Agreement**”; together with the Initial Security Agreement, the Amended and Restated Security Agreement, and the Initial Trademark Security Agreement, the “**Security Agreements**”; all initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreements as the context shall require or, if not defined therein, in the Credit Agreements);

WHEREAS, pursuant to the Security Agreements, the Grantor pledged and granted to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below);

WHEREAS, the Initial Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 004505, Frame 0461 on March 25, 2011;

WHEREAS, the Additional Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 5402, Frame 0249 on November 17, 2014; and

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

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent hereby states as follows:

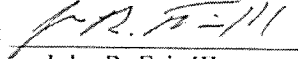
1. Release of Security Interest. Administrative Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, hereby terminates each of the Initial Trademark Security Agreement and the Additional Trademark Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreements in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under the following (collectively, the “**Trademark Collateral**”):
 - a. all of the Grantor’s Trademarks including those referred to on Schedule 1;
 - b. all goodwill of the business connected with the use of, and symbolized by, each Trademark and each license of Intellectual Property with respect to Trademarks; and
 - c. all products and proceeds (as that term is defined in the UCC) of the foregoing, including any (i) claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

2. GOVERNING LAW, SUBMISSION TO JURISDICTION AND SERVICE OF PROCESS, WAIVER OF JURY TRIAL AND VENUE PROVISION. THIS RELEASE SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW, SUBMISSION TO JURISDICTION AND SERVICE OF PROCESS, WAIVER OF JURY TRIAL AND VENUE SET FORTH IN SECTION 20 OF THE AMENDED AND RESTATED SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Administrative Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Administrative Agent

By: 
Name: John R. Fair III
Title: Vice President

[Trademark Release]

TRADEMARK
REEL: 006365 FRAME: 0273

SCHEDULE 1

Trademark Registrations

Schedule 1

U.S. Trademarks owned by W.S. Badcock Corporation, a Florida corporation

<i>TRADEMARK</i>	<i>OWNER</i>	<i>SERIAL/ REGISTRATION NO.</i>	<i>FILING/ REGISTRATION DATE</i>
BADCOCK	W.S. Badcock Corporation	2359675	06/20/2000
LEGENDS BY BADCOCK	W.S. Badcock Corporation	2421435	01/16/2001
BADCOCK HOME FURNITURE & MORE	W.S. Badcock Corporation	2443504	04/10/2001
LASTING IMPRESSIONS	W.S. Badcock Corporation	2646540	11/05/2002
NEED NEW FURNITURE?	W.S. Badcock Corporation	2808295	01/27/2004
PROTECT•IT	W.S. Badcock Corporation	3867089	10/26/2010
PROTECT•IT MERCHANDISE PROTECTION PLAN	W.S. Badcock Corporation	77790884	07/28/2009
PROTECT-IT	W.S. Badcock Corporation	77779642	07/13/2009
KIDS & MORE	W.S. Badcock Corporation	3030669	12/13/2005
EUROCOMFORT	W.S. Badcock Corporation	3091282	05/09/2006
HOME NOW	W.S. Badcock Corporation	3066845	03/07/2006
HOME NOW	W.S. Badcock Corporation	3066846	03/07/2006
HOME NOW	W.S. Badcock Corporation	3066847	03/07/2006
HOME NOW	W.S. Badcock Corporation	3066848	03/07/2006
H•O•M•E NOW RENTAL • OWNERSHIP	W.S. Badcock Corporation	3157678	10/17/2006

TRADEMARKS

<u>Registration No.</u>	<u>Description of Trademark Item</u>	<u>Date of Trademark</u>
86-403408	Legends Signature	09/23/14
86-403417	S Legends Signature	09/23/14

TRADEMARK