

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM510213

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPP, LLC		02/11/2019	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	SEARS, ROEBUCK AND CO.		
Street Address:	3333 BEVERLY ROAD		
City:	HOFFMAN ESTATES		
State/Country:	ILLINOIS		
Postal Code:	60179		
Entity Type:	Corporation: NEW YORK		
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:	sxs@pattishall.com		
Correspondent Name:	Bradley L. Cohn		
Address Line 1:	200 S. Wacker Drive		
Address Line 2:	Suite 2900		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	2772-24		
NAME OF SUBMITTER:	Bradley L. Cohn		
SIGNATURE:	/bradleycohn/		
DATE SIGNED:	02/14/2019		
Total Attachments: 4			
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**TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of February 11, 2019 (this "Release"), is granted by JPP, LLC, in its capacity as the administrative agent and collateral administrator for the Credit Parties (as defined in that certain Term Loan Credit Agreement, dated as of January 4, 2018, as amended, supplemented, restated and/or otherwise modified from time to time) (such agent, the "Agent" or "Releasor") in favor of SEARS, ROEBUCK AND CO. (the "Grantor"), with respect to the Trademark Collateral (as defined in the Trademark Security Agreement).

WHEREAS, the Grantor is party to an Intellectual Property Security Agreement, dated as of January 4, 2018 (as amended, supplemented, restated and/or otherwise modified from time to time, the "Security Agreement") and to a Trademark Security Agreement of even date therewith in favor of the Releasor (as amended, supplemented, restated and/or otherwise modified from time to time, the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, the Grantor granted to the Releasor, for the benefit of the Credit Parties, a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under all of the Trademark Collateral, including, but not limited to, the trademark registrations listed on Schedule I attached hereto (the "Trademark Security Interest");

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered to the Releasor the Trademark Security Agreement, which was recorded at the U.S. Patent and Trademark Office (the "USPTO") on January 5, 2018 at Reel/Frame 6244/0263;

WHEREAS, the Grantor has satisfied in full the terms of the Security Agreement and the Trademark Security Agreement and requests a release of the Trademark Security Interest; and

WHEREAS, the Releasor, on behalf of itself and the Credit Parties, desires to terminate and grant a release of the Trademark Security Interest as provided in this Release.

NOW THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, the Releasor, on behalf of itself and the Credit Parties, agrees as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Trademark Security Agreement, as applicable.

SECTION 2. Termination and Release. The Releasor, on behalf of itself and the Credit Parties, hereby absolutely, unconditionally and irrevocably (a) terminates the Trademark Security Agreement, (b) terminates, cancels, discharges, relinquishes and releases the Trademark Security Interest granted pursuant to the Security Agreement and/or the Trademark Security Agreement and (c) terminates all of the Releasor's and the Credit Parties' right, title and interest in, to and under such Trademark Collateral. The Releasor, on behalf of itself and the Credit Parties, authorizes and requests the recordation of this Release against the Trademark Collateral with the USPTO and any other applicable governmental authority at the Grantor's expense.

SECTION 3. Further Assurances. At the request and sole expense of the Grantor, the Releasor, on behalf of itself and the Credit Parties, agrees to execute, acknowledge and deliver all such further

instruments and to take all such further actions necessary and/or reasonably requested by the Grantor to carry out the purposes of this Release.

SECTION 4. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York (and, to the extent applicable, the Bankruptcy Code), without regard to principles of conflicts of laws, but including sections 5-1401 and 5-1402 of the New York General Obligations Law.

SECTION 5. Miscellaneous. This Release shall be binding upon the Releasor's and the Credit Parties' representatives, successors, assigns and transferees and is made in favor of and for the benefit of the Grantor and its successors and assigns.

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IN WITNESS WHEREOF, the Agent, on behalf of itself and the Credit Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Agent:

JPP, LLC

as Agent

By: _____

Name: Edward S. Lampert

Title: Member

DocuSigned by:



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**SCHEDULE I TO TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

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.

[Schedule I to TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS – SEARS, ROEBUCK AND CO.]