

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM529224

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SPECIALTY RETAIL SHOPS HOLDING CORP.		06/12/2019	Corporation: DELAWARE
SHOPKO OPTICAL MANUFACTURING LLC		06/12/2019	Limited Liability Company: WISCONSIN
SHOPKO STORES OPERATING CO., LLC		06/12/2019	Limited Liability Company: DELAWARE
PAMIDA STORES OPERATING CO., LLC		06/12/2019	Limited Liability Company: DELAWARE
PAMIDA TRANSPORTATION, LLC		06/12/2019	Limited Liability Company: NEBRASKA
PENN-DANIELS, LLC		06/12/2019	Limited Liability Company: DELAWARE
PLACE'S ASSOCIATES EXPANSION, LLC		06/12/2019	Limited Liability Company: MISSOURI
RETAINED R/E SPE, LLC		06/12/2019	Limited Liability Company: DELAWARE
SHOPKO FINANCE, LLC		06/12/2019	Limited Liability Company: DELAWARE
SHOPKO GIFT CARD CO., LLC		06/12/2019	Limited Liability Company: MINNESOTA
SHOPKO HOLDING COMPANY, LLC		06/12/2019	Limited Liability Company: WISCONSIN
SHOPKO INSTITUTIONAL CARE SERVICES CO., LLC		06/12/2019	Limited Liability Company: WISCONSIN
SHOPKO PROPERTIES, LLC		06/12/2019	Limited Liability Company: MINNESOTA
SVS TRUCKING, LLC		06/12/2019	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Name:	SHOPTIKAL LLC		
Street Address:	700 Pilgrim Way		
City:	Green Bay		
State/Country:	WISCONSIN		
Postal Code:	54304		
Entity Type:	Limited Liability Company: DELAWARE		

CH \$40.00 88377668

TRADEMARK

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	88377668	SHOPKO OPTICAL

CORRESPONDENCE DATA**Fax Number:** 3105527031*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:** 310-551-8755**Email:** pto-cc@gibsondunn.com**Correspondent Name:** Mandy Robertson-Bora**Address Line 1:** 2029 Century Park East, 40th Floor**Address Line 2:** Gibson, Dunn & Crutcher LLP**Address Line 4:** Los Angeles, CALIFORNIA 90067-3026**NAME OF SUBMITTER:** Mandy Robertson-Bora**SIGNATURE:** /mandy robertson-bora/**DATE SIGNED:** 06/25/2019**Total Attachments: 8**

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Trademark Assignment") is made and entered into as of May 16, 2019 (the "Effective Date"), by and between Specialty Retail Shops Holding Corp., a Delaware corporation (the "Company"), and the Subsidiaries of the Company that are indicated on the signature pages attached hereto (together with the Company, "Assignors" and each individually, an "Assignor") and Shoptikal LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignors and Assignee have entered into that certain Asset Purchase Agreement, dated as April 26, 2019 (the "Purchase Agreement"), pursuant to which Assignors have agreed to assign to Assignee the Marks (as defined below).

NOW, THEREFORE, in consideration of the premises and the mutual representations, warranties, covenants and agreements set forth in this Trademark Assignment, the parties agree as follows:

1. Marks.

"Marks" means the trademark registrations and applications listed on Attachment A-1 hereto.

2. Assignment.

Each Assignor hereby assigns, transfers, sells and conveys to Assignee all of its rights, title and interest throughout the world in and to the Marks, and the registrations and applications relating thereto, together with the goodwill associated with and symbolized by the Marks, and all rights, claims and privileges pertaining to the Marks, including, without limitation, the right to prosecute and maintain registrations and applications for any of the Marks, and the right to sue and recover damages for past, present and future infringement of any of the Marks.

3. Purchase Agreement.

This Trademark Assignment is entered into pursuant to, and is governed by, the Purchase Agreement. Nothing in this Trademark Assignment modifies the Purchase Agreement or changes the parties' respective rights or obligations thereunder.

4. Disclaimer.

Assignors make no representations or warranties of any kind, express or implied, regarding the Marks, except as otherwise expressly set forth in the Purchase Agreement.

5. Successors and Assigns.

This Trademark Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

6. Counterparts.

This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 006678 FRAME: 0051

IN WITNESS WHEREOF, Assignors and Assignee have caused this Trademark Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 10th day of June, 2019.

PURCHASER

SHOPTIKAL LLC

By: _____

Name: _____

Title: _____



Jon Eisen

Interim CEO

CERTIFICATE OF ACKNOWLEDGEMENT

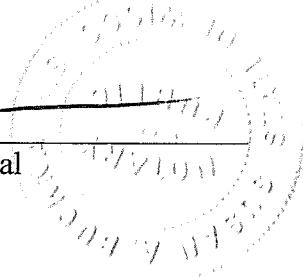
STATE OF Wisconsin

SS:

COUNTY OF Brown

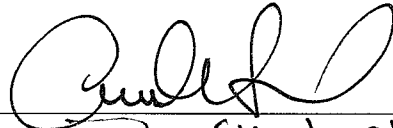
On this 18th day of June 2019 before me, the undersigned, personally appeared Jim Eisen, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within the instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person on behalf of whom the individual acted, executed the instrument.

[Signature]
Notary Signature and Seal

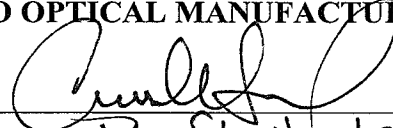
A circular notary seal for the State of Wisconsin, Notary Public, with the name "JAMES H. BROWN" and the commission expiration date "01/31/2021".

SELLERS

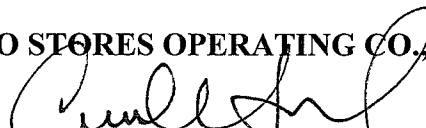
**SPECIALTY RETAIL SHOPS HOLDING
CORP.**

By: 
Name: Russ Stemmer
Title: CEO

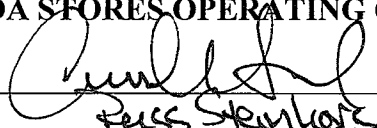
SHOPKO OPTICAL MANUFACTURING LLC

By: 
Name: Russ Stemmer
Title: CEO


SHOPKO STORES OPERATING CO., LLC.

By: 
Name: Russ Stemmer
Title: CEO

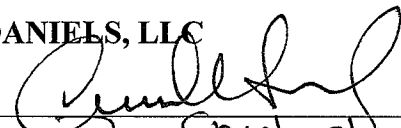
PAMIDA STORES OPERATING CO., LLC

By: 
Name: Russ Stemmer
Title: CEO

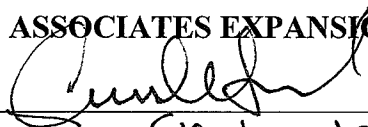
PAMIDA TRANSPORTATION, LLC

By: 
Name: Russ Stemmer
Title: CEO


PENN-DANIELS, LLC

By: 
Name: Russ Stemmer
Title: CEO


PLACE'S ASSOCIATES EXPANSION, LLC

By: 
Name: Russ Stemmer
Title: CEO


RETAINED R/E SPE, LLC

By: 
Name: Russ Steinhors
Title: CEO

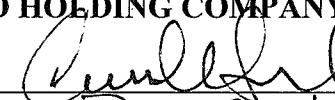
SHOPKO FINANCE, LLC

By: 
Name: Russ Steinhors
Title: CEO


SHOPKO GIET CARD CO., LLC

By: 
Name: Russ Steinhors
Title: CEO


SHOPKO HOLDING COMPANY, LLC

By: 
Name: Russ Steinhors
Title: CEO


**SHOPKO INSTITUTIONAL CARE SERVICES
CO., LLC**

By: 
Name: Russ Steinhors
Title: CEO

SHOPKO PROPERTIES, LLC

By: 
Name: Russ Steinhors
Title: CEO

SVS TRUCKING, LLC

By: 
Name: Russ Steinhors
Title: CEO

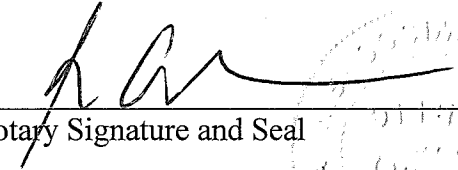
CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF Wisconsin

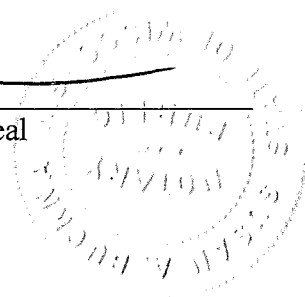
SS:

COUNTY OF Brown

On this 12th day of June 2019 before me, the undersigned, personally appeared Russell Steinhilber, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within the instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person on behalf of whom the individual acted, executed the instrument.



Notary Signature and Seal



Attachment A-1

Registered Trademarks

<u>Trademark</u>	<u>Type of Mark</u>	<u>Status</u>	<u>Application No</u>	<u>Registration No</u>	<u>Registration Date</u>
Shopko Optical	SM	Pending	88377668		