

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM541454

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest : Recorded at Reel/Frame - 6226/0560		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citizens Bank, N.A. (fka Citizens Bank of Pennsylvania)		09/18/2019	Chartered Bank: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	2nd Ave. LLC		
Street Address:	1254 Eagle Road		
City:	New Hope		
State/Country:	PENNSYLVANIA		
Postal Code:	18938		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4138838	2ND AVE VALUE STORES	
Registration Number:	3424118	2ND AVE.	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128623837		
Email:	raza.siddiqui@kirkland.com		
Correspondent Name:	Raza Siddiqui		
Address Line 1:	300 N. Lasalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	35621-128		
NAME OF SUBMITTER:	Raza Siddiqui		
SIGNATURE:	/razasiddiqui/		
DATE SIGNED:	09/18/2019		
Total Attachments: 3			
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**TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY
AGREEMENT**

THIS TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "**Termination**"), is dated as of September 18, 2019, and made by **CITIZENS BANK, N.A. (f/k/a CITIZENS BANK OF PENNSYLVANIA)** (the "**Grantee**"), to **2ND AVE. LLC**, a Delaware limited liability company, ("**Grantor**").

WHEREAS, pursuant to the Intellectual Property Security Agreement, dated as of November 27, 2017 made by Grantor in favor of the Grantee (collectively, the "**Security Agreement**"), a security interest was granted by Grantor to Grantee in certain collateral, including the Copyrights, the Patents and the Trademarks (as each such term is defined in the Security Agreement);

WHEREAS, the Security Agreement was recorded at the United States Patent and Trademark Office ("**USPTO**") on December 12, 2017 at Reel/Frame 6226/0560 (Trademark Division); and

WHEREAS, Grantee now desires to terminate and release the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination, Grantee hereby states as follows:

1. **Definitions.** Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement.

2. **Release of Security Interest.** Grantee hereby terminates the Security Agreement and irrevocably terminates, releases and discharges the entirety of any and all liens or security interests that it may have in, and all claims, whether presently existing or hereafter acquired or created, pursuant to the Security Agreement, in the Copyrights, Patents and Trademarks, including the trademarks listed on Schedule A hereto, and, without representation, recourse or warranty whatsoever, reassigns, transfers and conveys to Grantor all right, title and interest of Grantee in the Copyrights, Patents and Trademarks, and any right, title or interest of the Grantee in such Copyrights, Patents and Trademarks shall hereby terminate, cease and become void.

3. **Further Assurances.** Grantee hereby authorizes Grantor or an authorized representative of Grantor to (i) record this Termination with the USPTO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release and discharge of the security interest of Grantee in the Intellectual Property Collateral and/or (iii) otherwise record or file this Termination in the applicable governmental office or agency. Grantee further agrees to execute and deliver to Grantor any and all further documents and instruments, and do any and all further acts which each Grantor (or its agents or designees) reasonably requests (at such Grantor's sole cost and expense) in order to confirm this Termination and each Grantor's right, title and interest in, to and under the Intellectual Property Collateral.

IN WITNESS WHEREOF, the Grantee has caused this Termination to be executed by its duly authorized officer as of the date first written above.

CITIZENS BANK, N.A.

By: 

Name: Joshua Ickes

Title: Assistant Vice President

Schedule A

Grantor	Trademark	Registration Number	Registration Date
2nd Ave. LLC	2ND AVE VALUE STORES	4138838	5/8/2012
2nd Ave. LLC	2ND AVE.	3424118	5/6/2008

[Signature Page to Termination and Release of Intellectual Property Security Agreement (Citizens_2nd Ave)]

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RECORDED: 09/18/2019

**TRADEMARK
REEL: 006748 FRAME: 0806**