

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM542876

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DFS FinCo Corp.		09/25/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Factory Direct Worldwide, LLC		
<b>Street Address:</b>	230 Messner Drive		
<b>Internal Address:</b>	Unit D		
<b>City:</b>	Wheeling		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60090		
<b>Entity Type:</b>	Limited Liability Company: ILLINOIS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4768155	FDW PARTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124464900		
<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>			
<b>Phone:</b>	212-390-4147		
<b>Email:</b>	amanda.cirella@kirkland.com		
<b>Correspondent Name:</b>	Amanda Cirella (Paralegal)		
<b>Address Line 1:</b>	Kirkland & Ellis LLP		
<b>Address Line 2:</b>	601 Lexington Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>NAME OF SUBMITTER:</b>	Amanda Cirella		
<b>SIGNATURE:</b>	//Amanda Cirella//		
<b>DATE SIGNED:</b>	09/27/2019		
<b>Total Attachments: 3</b>			
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source=DFS - Trademark Release for Factory Direct (Executed)#page3.tif			

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**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

**THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS** (this “Termination and Release of Security Interests”) is made as of September 25, 2019 (the “Effective Date”) by DFS FinCo Corp. (the “Company”), in favor of Factory Direct Worldwide, LLC (“Grantor”). Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Security Agreement or the Trademark Security Agreement (as defined below), as applicable.

**WHEREAS**, Grantor, the Company, and the other parties thereto entered into that certain Security Agreement, dated as of February 17, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), which required the parties to enter into the Trademark Security Agreement (defined below);

**WHEREAS**, Grantor and the Company entered into that certain Trademark Security Agreement dated March 29, 2017 (the “Trademark Security Agreement”), under which Grantor pledged and granted to the Company a security interest in the Trademark Collateral, including the trademarks registrations and applications listed on Schedule 1 hereto; and such Trademark Security Agreement was recorded with the United States Patent and Trademark Office on April 4, 2017, at Reel 6027, Frame 0298;

**WHEREAS**, Grantor has satisfied the terms of the Trademark Security Agreement and requests a specific release of the security interest granted and recorded against the Trademark Collateral.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company hereby (i) terminates the Trademark Security Agreement, (ii) releases any and all liens, security interests, right, title and interest the Company may have in, to or under the Trademark Collateral, and (iii) re-assigns to Grantor, any right, title or interest the Company may have in, to or under the Trademark Collateral, together with the goodwill of the business symbolized thereby.


This Termination and Release of Security Interests shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

\* \* \* \* \*

IN WITNESS WHEREOF, the Company has caused this Termination and Release of Security Interests to be duly executed as of the date first set forth above.

**COMPANY:**

DFS FinCo Corp.

By:  \_\_\_\_\_

Name: Robert Aiken

Title: Chief Executive Officer and President

**TRADEMARK**

**REEL: 006756 FRAME: 0973**

**SCHEDULE 1**

**Trademarks**

<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Status</b>	<b>Owner</b>
FDW Parts	4768155	July 7, 2015	Registered	Factory Direct Worldwide, LLC