

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM546425

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK Assignment Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sears Hometown and Outlet Stores, Inc.		10/23/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Franchise Group Newco S, LLC		
Street Address:	1716 Corporate Landing Parkway		
City:	Virginia Beach		
State/Country:	VIRGINIA		
Postal Code:	23454		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5593110	LEASE IT. LOVE IT. OWN IT.	
Serial Number:	88277307	HOME & APPLIANCE OUTLET	
Serial Number:	88277314	HOME & APPLIANCE OUTLET	
Serial Number:	87885247	LEASE IT. LOVE IT. OWN IT.	
Serial Number:	88117413	SLIGHTLY IMPERFECT PERFECT PRICES	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2123186532		
Email:	alanagramer@paulhastings.com		
Correspondent Name:	ALANA GRAMER		
Address Line 1:	C/O PAUL HASTINGS LLP		
Address Line 2:	200 Park Avenue		
Address Line 4:	NEW YORK, NEW YORK 10166		
NAME OF SUBMITTER:	ALANA GRAMER		
SIGNATURE:	/s/ AG		
DATE SIGNED:	10/23/2019		
Total Attachments: 6			

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TRADEMARK Assignment Agreement

This Trademark Assignment Agreement (“Trademark Assignment Agreement”) is made and entered into as of October 23, 2019 by and between Franchise Group Newco S, LLC, a Delaware corporation (the “Assignee”), and Sears Hometown and Outlet Stores, Inc., a Delaware corporation, (the “Assignor”) (Assignee and Assignor are collectively referred to as the “Parties”).

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademark applications and registrations set forth on Schedule A hereto (the “Trademarks”) together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks.

WHEREAS, pursuant to that certain Equity and Asset Purchase Agreement, dated as of August 27, 2019 by and between Assignee and Assignor, among others (the “Purchase Agreement”), and that Assignment and Assumption Agreement between Assignee and Assignor, among others, dated as of the date hereof, Assignor agreed to assign, sell, convey, and transfer, and desires to assign, sell, convey, and transfer all of Assignor’s right, title, and interest in and to the Trademarks to Assignee, and Assignee desires to receive all right, title, and interest in and to the Trademarks.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Definitions. Capitalized terms used in this Trademark Assignment Agreement that are not defined in the body of this Trademark Assignment Agreement have the meanings given to them in the Purchase Agreement.

2. Assignment. Assignor does hereby irrevocably sell, convey, transfer, assign, and deliver to Assignee, its successors and assigns, and Assignee purchases and accepts from Assignor, all of Assignor’s right, title, and interest in and to the Trademarks. Assignor further consents to recordation of this Trademark Assignment Agreement by Assignee, including with the United States Patent and Trademark Office or successor offices.

3. Further Assurances. Assignor agrees to execute, at any time and from time to time upon the request and at the sole expense of Assignee, such additional documents as Assignee reasonably requests to register and otherwise give full effect to the rights of Assignee under this Trademark Assignment Agreement in and to the Trademarks, including all documents necessary to record in the name of Assignee the assignment of the Trademarks with the United States Patent and Trademark Office or successor offices.

4. Governing Law. This Trademark Assignment Agreement shall be construed in accordance with the domestic Laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of any jurisdiction other than the State of Delaware.

5. No Conflict. Nothing in this Agreement shall alter any liability or obligation of the parties hereto arising under the Purchase Agreement. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement,

the terms and conditions of the Purchase Agreement shall govern. Assignee acknowledges that Assignor makes no representation or warranty with respect to the Trademarks except as expressly and specifically set forth in the Purchase Agreement.

6. No Modifications. This Trademark Assignment Agreement may not be supplemented, altered or modified in any manner except by a writing signed by both parties hereto.


7. Successors and Assigns. This Trademark Assignment Agreement shall bind and shall inure to the benefit of the respective parties and their assigns, transferees, and successors.

8. Counterparts. This Trademark Assignment Agreement may be executed and delivered (including by facsimile or other electronic transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment Agreement as of the date first written above.

FRANCHISE GROUP NEWCO S, LLC

By: _____

Name: Michael S. Piper
Title: Chief Financial Officer

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 006778 FRAME: 0159

SEARS HOMETOWN AND OUTLET STORES, INC.

By: _____

Name: Charles Hansen

Title: Vice President, General Counsel and Secretary

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 006778 FRAME: 0160

SCHEDULE A

UNITED STATES TRADEMARKS:

Registrations:

Owner	Application Number / Registration Number	Filing Date / Registration Date	Trademark
Sears Hometown and Outlet Stores, Inc.	87529286 / 5593110	July 14, 2017 / Oct. 30, 2018	LEASE IT. LOVE IT. OWN IT.

Applications:

Owner	Application Number / Registration Number	Filing Date / Registration Date	Trademark
SEARS HOMETOWN AND OUTLET STORES, INC.	88277307	Jan. 25, 2019	HOME & APPLIANCE OUTLET ¹
SEARS HOMETOWN AND OUTLET STORES, INC.	88277314	Jan. 25, 2019	HOME & APPLIANCE OUTLET ²
SEARS HOMETOWN AND OUTLET STORES, INC.	87885247	April 19, 2018	LEASE IT. LOVE IT. OWN IT. ³

¹ This trademark application is for an intent-to-use trademark.

² This trademark application is for an intent-to-use trademark.

³ This trademark application is for an intent-to-use trademark.

SEARS HOMETOWN AND OUTLET STORES, INC.	88117413	Sept. 14, 2018	SLIGHTLY IMPERFECT PERFECT PRICES ⁴
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⁴ This trademark application is for an intent-to-use trademark.