

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM558101

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Franchise Group Newco S, LLC		01/16/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Sears Outlet Stores, L.L.C.		
Street Address:	5500 TRILLIUM BOULEVARD, SUITE 501		
City:	HOFFMAN ESTATES		
State/Country:	ILLINOIS		
Postal Code:	60192		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	87529286	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:	6508385109		
<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:	650-838-3743		
Email:	jlik@shearman.com		
Correspondent Name:	MARIE-ALEXIS VALENTE		
Address Line 1:	599 Lexington Avenue		
Address Line 2:	Shearman & Sterling LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	39437/7		
NAME OF SUBMITTER:	MARIE-ALEXIS VALENTE		
SIGNATURE:	/MARIE-ALEXIS VALENTE/		
DATE SIGNED:	01/17/2020		

CH \$140.00 87529286

Total Attachments: 4

source=0 - Sears Outlet Trademark Assignment Agreement#page1.tif

source=0 - Sears Outlet Trademark Assignment Agreement#page2.tif

source=0 - Sears Outlet Trademark Assignment Agreement#page3.tif

source=0 - Sears Outlet Trademark Assignment Agreement#page4.tif

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Trademark Assignment Agreement") is made and entered into as of January 16, 2020, by and between Sears Outlet Stores, L.L.C., a Delaware limited liability company ("Assignee"), and Franchise Group Newco S, LLC, a Delaware limited liability company ("Newco S" or "Assignor").

WHEREAS, pursuant to that certain Equity and Asset Purchase Agreement, dated as of August 27, 2019, by and among Newco S, Sears Hometown and Outlet Stores, Inc., a Delaware corporation ("Sears Hometown") and, solely for purposes of Section 10.17 thereof, Liberty Tax, Inc. (n/k/a Franchise Group, Inc.) (the "Purchase Agreement"), Sears Hometown agreed to assign, sell, convey, and transfer, and desires to assign, sell, convey, and transfer to Newco S all of its right, title, and interest in and to the trademarks and applications and registrations therefor set forth on Schedule A hereto, including all common law rights therein and the goodwill associated therewith (the "Trademarks"), and Newco S desired to receive all right, title, and interest in and to the Trademarks;

WHEREAS, pursuant to that certain Trademark Assignment Agreement, dated as of October 23, 2019, by and between Newco S and Sears Hometown, Sears Hometown agreed to and did irrevocably sell, convey, transfer, assign, and deliver to Newco S, its successors and assigns, and Newco S purchased and accepted from Sears Hometown, all of Sears Hometown's right, title, and interest in and to the Trademarks, and Sears Hometown further consented to recordation of this Trademark Assignment Agreement by Newco S, including with the United States Patent and Trademark Office or successor offices; and

WHEREAS, Assignor, the current owner of all right, title and interest in and to the Trademarks now desires to irrevocably sell, convey and transfer to Assignee, and Assignee desires to purchase and accept from Assignor, all of Assignor's right, title and interest in and to the Trademarks.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. 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.

2. Governing Law. This Trademark Assignment Agreement shall be governed by and 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 the Laws of any jurisdiction other than the State of Delaware.

Execution Version

3. 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.

4. 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.

5. Headings. The section headings contained in this Trademark Assignment Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Trademark Assignment Agreement.

6. Counterparts. This Trademark Assignment Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. This Trademark Assignment Agreement may be executed by facsimile, photo or electronic signature and such facsimile, photo or electronic signature shall constitute an original for all purposes.

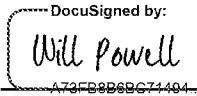
[Signature page follows.]

Execution Version

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

ASSIGNEE:

**SEARS OUTLET STORES, L.L.C., A DELAWARE
LIMITED LIABILITY COMPANY**

By:  _____
473FB988C74484...

Name: WILL POWELL

Title: President & Chief Executive Officer

ASSIGNOR:

**FRANCHISE GROUP NEWCO S, L.L.C., A DELAWARE
LIMITED LIABILITY COMPANY**

By:  _____
81A3D5B4BD004D8...

Name: E. J. BIRD

Title: Senior Vice President

SCHEDULE A TO TRADEMARK ASSIGNMENT AGREEMENT

TRADEMARKS

Trademark	Jurisdiction	Status	Application No. and Date	Registration No. and Date
LEASE IT. LOVE IT. OWN IT.	U.S.	Registered	87529286 July 14, 2017	5593110 Oct. 30, 2018
HOME & APPLIANCE OUTLET	U.S.	Application Filed	88277307 Jan. 25, 2019	N/A
HOME & APPLIANCE OUTLET	U.S.	Application Filed	88277314 Jan. 25, 2019	N/A
LEASE IT. LOVE IT. OWN IT.	U.S.	Application Filed	87885247 April 19, 2018	N/A
SLIGHTLY IMPERFECT PERFECT PRICES	U.S.	Application Filed	88117413 Sept. 14, 2018	N/A