

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM562677

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kayne Solutions Fund, L.P.		02/14/2020	Limited Partnership:
RECEIVING PARTY DATA			
Name:	Buddy's Newco, LLC		
Street Address:	4705 S. Apopka Vineland Road		
Internal Address:	Suite 206		
City:	Orlando		
State/Country:	FLORIDA		
Postal Code:	32819		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88496231	BUDDY'S HOME FURNISHINGS	
Serial Number:	88500327	FLEXI COMPRAS	
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:	212-728-8000		
Email:	ipdept@willkie.com		
Correspondent Name:	Matthew S. Makover		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
NAME OF SUBMITTER:	Matthew S. Makover		
SIGNATURE:	/Matthew S. Makover/		
DATE SIGNED:	02/18/2020		
Total Attachments: 4			
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this “Release”) is made as of February 14, 2020 (“Effective Date”), by **KAYNE SOLUTIONS FUND, L.P.**, (“Kayne”) in its capacity as collateral agent for each Lender (in such capacity, together with its successors and assigns in such capacity, the “Agent”), in favor of **BUDDY’S NEWCO, LLC**, a Delaware limited liability company (“Grantor”).

WITNESSETH:

WHEREAS, reference is made to that certain Credit Agreement, dated as of July 10, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Lenders party thereto, Kayne, as Administrative Agent and as Collateral Agent, Grantor, Buddy’s Franchising and Licensing LLC, a Florida limited liability company and Franchise Group Intermediate B, LLC, a Delaware limited liability company;

WHEREAS, in connection with the Credit Agreement and pursuant to the terms and conditions of (i) that certain Security Agreement, dated as of July 10, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among the Grantor, the Agent, and certain other parties thereto; and (ii) that certain Trademark Security Agreement, dated as of July 10, 2019, which was recorded with the United States Patent and Trademark Office on July 10, 2019 at Reel 6690, Frame 0558 (as amended, restated, supplemented, or otherwise modified from time to time, the “Trademark Security Agreement”), by and among Grantor and the Agent, Grantor granted to the Agent, for the benefit of each Lender, to secure the Secured Obligations, a Security Interest (as such term is defined in the Trademark Security Agreement) in all of Grantor’s right, title and interest in and to the Trademark Collateral (as such term is defined in the Trademark Security Agreement);

WHEREAS, the Agent, on behalf of itself and the Secured Parties, now desires to terminate and grant a release of the Security Interest in the Trademark Collateral (including, without limitation, the Trademarks listed on Schedule A hereto) as provided in this Release.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent, on behalf of itself and the Secured Parties, hereby covenants and agrees as follows:

1. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement, the Security Agreement, or the Credit Agreement, as applicable. This Release shall be subject to the rules of construction set forth in Article I of the Credit Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.
2. Without representation or warranty of any kind or nature, the Agent, on behalf of itself and the Secured Parties, hereby (a) terminates the Trademark Security Agreement, (b) terminates, releases, relinquishes and discharges, in its entirety, the Security Interest in the Trademark Collateral and (c) reassigns to Grantor all right, title, and interest of any nature whatsoever that the Agent may hold in or to any of the Trademark Collateral (including, without limitation, the Trademarks listed on Schedule A attached hereto) and all associated common law rights and goodwill appurtenant thereto.
3. Agent, on behalf of itself and the Secured Parties, authorizes the United States Patent and Trademark Office and any other applicable Governmental Authority to record this Release.

4. Agent, on behalf of itself and the Secured Parties, hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do any such other acts, in each case at Grantor's expense, as may be reasonably necessary to effect the release of the Security Interest in the Trademark Collateral contemplated hereby and to otherwise carry out the purposes of this Release.

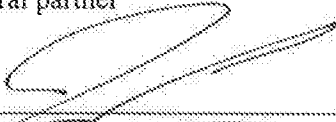
5. THIS RELEASE SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW, JURISDICTION AND WAIVER OF JURY TRIAL SET FORTH IN SECTION 24 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[Signature page follows]

IN WITNESS WHEREOF, Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

KAYNE SOLUTIONS FUND, L.P.

By: Kayne Solutions Fund GP, LLC,
its general partner

By: 
Name: Jon Levinson
Title: Managing Partner

[SIGNATURE PAGE TO RELEASE OF SECURITY INTEREST IN TRADEMARKS]

TRADEMARK
REEL: 006866 FRAME: 0805

SCHEDULE A
to
RELEASE OF SECURITY INTEREST IN TRADEMARKS

Trademark Registrations/Applications

Grantor	Country	Mark	App. No.	App. Date
Buddy's Newco, LLC	US	BUDDY'S HOME FURNISHINGS	88/496231	July 1, 2019
Buddy's Newco, LLC	US	FLEXI COMPRAS	88/500327	July 3, 2019

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.