

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM563603

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		02/24/2020	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	365 Retail Markets, LLC		
Street Address:	1743 Maplelawn Drive		
City:	Troy		
State/Country:	MICHIGAN		
Postal Code:	48084		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88441577	PICOMARKET	
CORRESPONDENCE DATA			
Fax Number:	7043311159		
<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:	7043311000		
Email:	PTO_TMconfirmation@mvalaw.com, maryelizabethzaldivar@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	100 North Tryon Street		
Address Line 2:	Suite 4700, ATTN: IP DEPARTMENT		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	327000.027953		
NAME OF SUBMITTER:	John Slaughter		
SIGNATURE:	/john slaughter/		
DATE SIGNED:	02/25/2020		
Total Attachments: 3			
source=TRSI-T - Bank of America, N.A., as the Lender to 365 Retail Markets, LLC#page1.tif			
source=TRSI-T - Bank of America, N.A., as the Lender to 365 Retail Markets, LLC#page2.tif			

OP \$40.00 88441577

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of February 24, 2020 (“Release”), is made by Bank of America, N.A. (“Lender”) in favor of 365 Retail Markets, LLC, a Delaware limited liability company (“Pledgor”).

WHEREAS, pursuant to that certain Amended and Restated Security Agreement dated as of December 17, 2018 (as amended, restated, amended and restated, extended, supplemented or otherwise modified in writing time to time, the “Security Agreement”) by and among the Pledgor, Lender, and others party thereto, Pledgor granted to the Lender, for the benefit of the holders of the Obligations (“Secured Parties”), a continuing security interest in, and a right to set off against, any and all right, title and interest of Pledgor in and to all trademarks, trademark applications, and goodwill connected with or symbolized by any of the foregoing (collectively, “Trademark Collateral”); and

WHEREAS, pursuant to the Security Agreement, Pledgor executed and delivered to Lender, for the benefit of the Secured Parties, the Notice of Grant of Security Interest in Trademarks recorded at the United States Patent and Trademark Office (“USPTO”) on January 8, 2020 at Reel 6833 Frame 0508 (“Notice”).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender, on behalf of the Secured Parties, and Pledgor agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.

SECTION 2. Termination and Release. Lender, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the continuing security interest in, and the right to set off against, any and all right, title and interest of Pledgor in and to solely the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement or Notice; and

(b) authorizes the recordation of this Release with the USPTO at Pledgor’s expense.

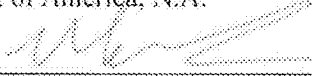
SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 4. Acknowledgement. The release of security interest granted herein expressly does not include a release of the security interest granted pursuant to the Security Agreement dated as of February 24, 2020 (as amended, restated, amended and restated, supplemented, extended, or otherwise modified from time to time) by and among the Pledgor, Bank of America, N.A., in its capacity as Administrative Agent thereto, and others party thereto.

IN WITNESS WHEREOF, the Lender, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Lender:

Bank of America, N.A.

By:  _____

Name: Michael E. Miller II

Title: Senior Vice President

Schedule A

**365 Retail Markets, LLC
(Delaware Limited Liability Company)**

**U.S. Trademark Subject to Security Interest
Granted by 365 Retail Markets, LLC
In Favor of Bank of America, N.A.
Recorded January 8, 2020 at Reel 6833 Frame 0508**

Trademark Application

Mark	Appl. No.	Filing Date
PICOMARKET	88441577	05/22/2019