

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM567412

|   |  |                              |  |
|---|--|------------------------------|--|
| <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>                             |
| Bank of America, N.A.   |  | 03/16/2020                   | National Banking Association:<br>UNITED STATES |
| <b>RECEIVING PARTY DATA</b>   |  |                              |  |
| <b>Name:</b>  | TRANSFORM SR BRANDS, L.L.C.              |                              |  |
| <b>Street Address:</b>  | 3333 Beverly Road                        |                              |  |
| <b>City:</b>  | Hoffman Estates                          |                              |  |
| <b>State/Country:</b>   | ILLINOIS                                 |                              |  |
| <b>Postal Code:</b>   | 60179                                    |                              |  |
| <b>Entity Type:</b>   | Limited Liability Company: DELAWARE      |                              |  |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                              |  |
| <b>Property Type</b>  | <b>Number</b>                            | <b>Word Mark</b>             |  |
| <b>Registration Number:</b>   | 4349005                                  | AMERICA'S GREATEST YARD SALE |  |
| <b>CORRESPONDENCE DATA</b>  |  |                              |  |
| <b>Fax Number:</b>  | 2127352000                               |                              |  |
| <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>   | 212-735-2811                             |                              |  |
| <b>Email:</b>   | mribando@skadden.com                     |                              |  |
| <b>Correspondent Name:</b>  | Skadden, Arps, Slate, Meagher & Flom LLP |                              |  |
| <b>Address Line 1:</b>  | One Manhattan West                       |                              |  |
| <b>Address Line 2:</b>  | Monique L. Ribando                       |                              |  |
| <b>Address Line 4:</b>  | New York, NEW YORK 10001-8602            |                              |  |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 401180/636                               |                              |  |
| <b>NAME OF SUBMITTER:</b>   | Kendall Ickes                            |                              |  |
| <b>SIGNATURE:</b>   | /kendall ickes/                          |                              |  |
| <b>DATE SIGNED:</b>   | 03/17/2020                               |                              |  |
| <b>Total Attachments: 4</b>   |  |                              |  |
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| source=Transform Trademark Release#page2.tif  |  |                              |  |
| source=Transform Trademark Release#page3.tif  |  |                              |  |

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TERMINATION AND RELEASE OF  
SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of March 16, 2020 (this “Release”), is granted by Bank of America, N.A., a national banking association with offices located at 100 Federal Street, 9th Floor, Boston, Massachusetts 02110, in its capacity as Agent (in such capacity, the “Agent”) in favor of TRANSFORM SR BRANDS, L.L.C., a Delaware limited liability company with offices located at 3333 Beverly Road, Hoffman Estates, Illinois 60179 (the “Grantor”).

WHEREAS, the Grantor is party to a Guarantee and Collateral Agreement, dated as of February 11, 2019 as amended by that certain First Amendment to Credit Agreement, dated as of March 13, 2019, as further amended by that certain Second Amendment to Guarantee and Collateral Agreement, dated as of April 17, 2019, as further amended by that certain Limited Waiver, Fifth Amendment to Credit Agreement and Third Amendment to Guarantee and Collateral Agreement, dated as of September 19, 2019, as further amended by that certain Sixth Amendment to the Credit Agreement and Fourth Amendment to the Guarantee and Collateral Agreement, dated as of November 29, 2019, and as further amended by that certain Seventh Amendment to the Credit Agreement and Fifth Amendment to the Guarantee and Collateral Agreement, dated as of January 22, 2020 (the “Security Agreement”), in favor of the Agent, and to a Trademark Security Agreement dated as of December 11, 2019 in favor of the Agent (as amended, supplemented, restated and/or otherwise modified from time to time, the “Trademark Security Agreement”);

WHEREAS, pursuant to the Trademark Security Agreement, the Grantor granted to the Agent, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise), for the ratable benefit of the Credit Parties, a security interest in all of the Grantor’s right, title and interest in, to and under all of the following property then owned or at any time thereafter acquired by the Grantor or in which the Grantor then had or at any time thereafter acquired any right, title or interest to the extent such property constituting Collateral under the Security Agreement (collectively, the “Trademark Collateral”):

(a) all Trademarks owned by the Grantor, including the registered and applied-for Trademarks of the Grantor listed on Schedule I attached thereto; and

(b) to the extent not otherwise included, all Proceeds, insurance claims, Supporting Obligations and products of any and all of the foregoing; and all collateral security and guarantees given by any Person with respect to any of the foregoing;

WHEREAS, the Trademark Security Agreement was recorded at the U.S. Patent and Trademark Office (the “USPTO”) on December 11, 2019 at Reel/Frame 6814/0178; and

WHEREAS, the Secured Obligations have been paid and performed in full, and as a result, the Agent has agreed to terminate and release its security interest in the Trademark Collateral.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and the Agent hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement.

SECTION 2. Termination and Release. The Agent, on behalf of itself and the Credit Parties, without recourse, representation or warranty of any kind or nature, hereby (a) terminates, releases and discharges fully its security interest in all of the Grantor's right, title and interest in, to and under all of the Trademark Collateral, including the Trademarks on Schedule I hereto, and (b) terminates all of the Agent's and the Credit Parties' right, title and interest in, to and under such Trademark Collateral.

SECTION 3. Recordation. The Agent, on behalf of itself and the Credit Parties, authorizes and requests the recordation of this Release against the Trademark Collateral with the USPTO and any other applicable governmental authority at the Grantor's expense.

SECTION 4. GOVERNING LAW. THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THEREOF BUT INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

SECTION 5. Miscellaneous. This Release shall be binding upon the Agent's and the Credit Parties' representatives, successors, assigns and transferees and is made in favor of and for the benefit of the Grantor and its successors and assigns.

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

Agent:

Bank of America, N.A.  
as Agent

By:   
Name: Brian Lindblom  
Title: Senior Vice President

[Signature Page to TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARKS]

**TRADEMARK**  
**REEL: 006893 FRAME: 0228**

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

| <b>Owner</b>            | <b>Mark Name</b>                | <b>Application Number</b> | <b>Application Date</b> | <b>Registration Number</b> | <b>Registration Date</b> |
|-------------------------|---------------------------------|---------------------------|-------------------------|----------------------------|--------------------------|
| Transform SR Brands LLC | AMERICA'S GREATEST<br>YARD SALE | 85/610436                 | 04/27/2012              | 4349005                    | 06/11/2013               |