

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM591208

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association		07/02/2020	National Banking Association:
RECEIVING PARTY DATA			
Name:	LNT BRANDS LLC		
Street Address:	1407 Broadway, 38th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	SBG FM, LLC		
Street Address:	1065 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4585798	MINT THE MOMENT	
Registration Number:	5296621	THE FRANKLIN MINT	
Registration Number:	0934171	LINENS 'N THINGS	
Registration Number:	5324761	LINENS -N- THINGS	
Registration Number:	4627707	LINENS -N- THINGS	
Registration Number:	2337611	LNT	
Registration Number:	5324047	L-N-T	
Registration Number:	4628889	L-N-T	
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>			

CH \$215.00 4585798

Phone: 213-620-1720
Email: laipdocketing@sheppardmullin.com
Correspondent Name: Sheppard Mullin Richter & Hampton LLP
Address Line 1: 333 South Hope Street
Address Line 2: 43rd Floor
Address Line 4: Los Angeles, CALIFORNIA 90071

NAME OF SUBMITTER: Scott R. Miller

SIGNATURE: /Scott R. Miller/

DATE SIGNED: 08/11/2020

Total Attachments: 26

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PARTIAL RELEASE OF SECURITY INTEREST

This **PARTIAL RELEASE OF SECURITY INTEREST** (this “Partial Release”), dated as of July 2, 2020, is by and between **WILMINGTON TRUST, NATIONAL ASSOCIATION**, as administrative agent and collateral agent under the Credit Agreement (as defined below) (the “Agent”), and **LNT BRANDS LLC**, a Delaware limited liability company (the “LNT Company”), and **SBG FM, LLC**, a Delaware limited liability company (the “FM Company”, and together with the LNT Company, each, a “Company” and collectively, the “Companies”). Capitalized terms used but not defined herein have the meanings assigned to such terms in terms in the Credit Agreement, or, to the extent not defined therein, in the other applicable Loan Documents (as defined in the Credit Agreement).

1. References. Reference is made to (i) that certain Third Amended and Restated Second Lien Credit Agreement, dated as of July 1, 2016 (as the same has been amended, restated, amended and restated, supplemented, or otherwise modified prior to the date hereof, the “Credit Agreement”), among Sequential Brands Group, Inc. (the “Borrower”), the Guarantors, the Agent and each Lender from time to time party thereto, (ii) that certain Security Agreement, dated as of August 15, 2014, among the Loan Parties and the Agent (as amended, restated, supplemented or otherwise modified prior to the date hereof, the “Security Agreement”), (iii) the Grant of Security Interest in United States Trademarks, dated as of August 15, 2014, among the Loan Parties and the Agent (as amended, restated, supplemented or otherwise modified prior to the date hereof, the “Trademark Agreement”) and (iv) the Grant of Security Interest in United States Copyrights, dated as of dated August 15, 2014, which was recorded at the United States Copyright Office (“USCO”) on November 21, 2014, at Volume 9923 and Document Number 435, among the Loan Parties and the Agent (as amended, restated, supplemented or otherwise modified prior to the date hereof, the “Copyright Agreement”). Each Company is a Guarantor under the Credit Agreement and is a Loan Party under each of the Security Agreement, the Trademark Agreement and the Copyright Agreement.

Reference is also made to that certain Asset Purchase Agreement, by and between Linens ‘n Things Online, Inc., a Delaware corporation (the “LNT Purchaser”) and Franklin Mint Online, LLC, a Delaware limited liability company as purchasers thereunder (the “FM Purchaser”) and, together with LNT Purchaser Entity, the “Buyers”) and the Companies, as sellers thereunder, dated as of the date hereof (the “APA”), pursuant to which, among other things, the Companies will sell, convey, transfer, assign and deliver to the Buyers, and the Buyers will acquire, accept and purchase from the Companies, the Assets (as defined in the APA) for the total purchase price of \$[3,850,000] (the “IP Sale”). The IP Sale was disclosed to the Agent by the Borrower, and the Borrower, by its countersignature below, asserts and certifies that the IP Sale constitutes a “Permitted Disposition” pursuant to clause (b) of the definition of “Permitted Disposition” in the Credit Agreement and no prepayment of the Loans is required pursuant to Section 2.04(b) in connection therewith.

2. Partial Release. The Agent, for itself and on behalf of the Lenders (as defined in the Credit Agreement), without covenant or warranty, express or implied and without recourse to it, hereby acknowledges that upon consummation of the IP Sale, with respect to the Assets only, any and all security interests and liens of any kind, nature or description, whenever and however arising, in favor of the Agent for the benefit of the Lenders and any other secured parties under

each of the Security Documents (as defined in the Credit Agreement) with respect to the Assets only, shall terminate, and all such releases and terminations referenced above with respect to the Assets shall occur immediately and automatically upon consummation of the IP Sale without further action by any party to effectuate the same.

3. Further Assurances.

(a) Upon consummation of the IP Sale, the Companies, the Buyers and their respective designees are authorized by the Agent to file or cause to be filed (x) the UCC-3 partial release financing statements in the form attached hereto as Annex A covering the Assets, (y) a Partial Release of Security Interest in Trademarks in the form attached hereto as Annex B covering the Specified Intellectual Property Collateral (as defined therein), and (z) a Partial Release of Security Interest in Copyrights in the form attached hereto as Annex C covering the Specified Intellectual Property Collateral (as defined therein).

(b) Upon consummation of the IP Sale, the Agent agrees to execute and deliver such other documents as the Companies may reasonably request in order to evidence the termination of the liens and security interests in the Assets provided in Section 2 above, all at the sole cost and expense of the Loan Parties and in form and substance reasonably satisfactory to the Agent; provided, however, that the Agent shall not be required to execute any such document on terms which, in its reasonable opinion, would, under applicable law, expose the Agent or the other Credit Parties to liability or create any obligation or entail any adverse consequence other than the release of the liens in the Assets provided in Section 2 above without recourse or warranty.

4. Miscellaneous.

(a) Except for the release of the Assets, all terms and provisions of the Credit Agreement and the Security Documents shall remain in full force and effect. Nothing contained herein shall in any way impair the validity or enforceability of the Agreement, as modified hereby, or alter, waive, annul, vary, affect, or impair any provisions, conditions, or covenants contained therein or any rights, powers, or remedies granted therein. **Any lien and/or security interest granted in any Collateral pursuant to the Credit Agreement or the Security Documents shall remain unchanged and in full force and effect except as specifically released hereby and shall continue to secure the payment and performance of all of the Secured Obligations (as defined in the Security Agreement).**

(b) This Partial Release of Security Interest may be executed in any number of counterparts, which together shall constitute one instrument, and shall bind and inure to the benefit of the parties and their respective permitted successors and assigns. The parties hereto may provide signatures to this Partial Release of Security Interest by facsimile or Adobe .pdf file and such facsimile or Adobe .pdf file signatures shall be deemed to be the same as original signatures.

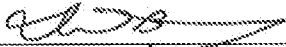
(c) THIS PARTIAL RELEASE OF SECURITY INTEREST SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK. Each of the undersigned has caused this Partial Release of Security Interest to be executed and delivered by its duly authorized officer as of the date first above written.

(d) Each of the undersigned Lenders hereby authorizes Agent to execute and deliver this Partial Release on its behalf and, by its execution below, each of the undersigned Lenders agrees to be bound by the terms and conditions of this Partial Release.

[The Remainder of this Page is Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Partial Release of Security Interest as of the date above first written.

Wilmington Trust, National Association

By: 
Name: **David Bergstrom**
Title: **Vice President**

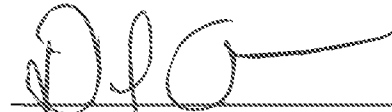
LNT BRANDS LLC

By: _____
Name: _____
Title: _____


SBG FM, LLC

By: _____
Name: _____
Title: _____

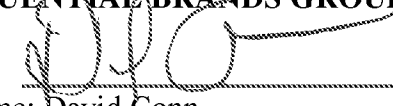
LNT BRANDS LLC

By: 
Name: David Conn
Title: CEO

SBG FM, LLC

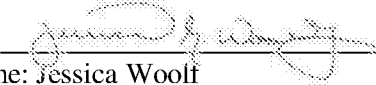
By: 
Name: David Conn
Title: CEO

SEQUENTIAL BRANDS GROUP, INC.


By: 
Name: David Conn
Title: CEO

LENDERS:

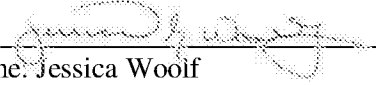
FS KKR CAPITAL CORP.

By:  _____
Name: Jessica Woolf
Title: Authorized Signatory

FS KKR MM CLO 1 LLC

By:  _____
Name: Jessica Woolf
Title: Authorized Signatory


DARBY CREEK LLC

By:  _____
Name: Jessica Woolf
Title: Authorized Signatory

FS KKR CAPITAL CORP. II

By:  _____
Name: Jessica Woolf
Title: Authorized Signatory

DUNLAP FUNDING LLC

By:  _____
Name: Jessica Woolf
Title: Authorized Signatory

APOLLO CENTRE STREET PARTNERSHIP, L.P.

By: Apollo Centre Street Advisors (APO DC), L.P., its general partner

By: Apollo Centre Street Advisors (APO DC-GP), LLC, its general partner

By: 
Name: Joseph D. Glatt
Title: Vice President

APOLLO UNION STREET PARTNERS, L.P.

By: Apollo Union Street Advisors, L.P., its General Partner

By: Apollo Union Street Capital Management, LLC, its General Partner

By: 
Name: Joseph D. Glatt
Title: Vice President

APOLLO KINGS ALLEY CREDIT FUND, LP


By: Apollo Kings Alley Credit Advisors, L.P., its general partner

By: Apollo Kings Alley Credit Capital Management, LLC, its general partner

By: 
Name: Joseph D. Glatt
Title: Vice President

APOLLO MOULTRIE CREDIT FUND, L.P.


By: Apollo Moultrie Credit Fund Management, LLC, its investment manager

By: 
Name: Joseph D. Glatt
Title: Vice President

APOLLO TACTICAL VALUE SPN INVESTMENTS, L.P.

By: Apollo Tactical Value SPN Advisors (APO DC), L.P., its
General Partner

By: Apollo Tactical Value SPN Capital Management (APO DC-
GP), LLC, its General Partner

By: 
Name: Joseph D. Glatt
Title: Vice President

APOLLO INVESTMENT CORPORATION

By: Apollo Investment Management, L.P., as Advisor

By: ACC Management, LLC, as its General Partner

By: 
Name: Joseph D. Glatt

Annex A

UCC-3 Financing Statements

See attached.

EXHIBIT A

COPYRIGHTS

Title: Moon & Stars
Registration VA0001056560
Registration Date: 03/21/2001
Claimant: Linens 'n Things, Inc.
Type of Work: Visual Material
Basis of Claim: [Text, photographs, compilation, artwork]
Date of Creation: 1999
Date of Publication: June 1, 1999

TRADEMARKS

Reel/Frame 5345/0172 Grant Date: August 15, 2014

Trademark	Grantor	Serial No.	Registration No.	Date of Registration
MINT THE MOMENT	SBG FM LLC	85982165	4585798	8/12/2014
THE FRANKLIN MINT	SBG FM LLC	86116199	5296621	9/26/2017
	LNT BRANDS LLC	72370206	0934171	5/16/1972
LINENS -N- THINGS	LNT Brands LLC	86975097	5324761	10/31/2017
LINENS -N- THINGS	LNT Brands LLC	86178277	4627707	10/28/2014
LNT	LNT BRANDS LLC	75546927	2337611	4/4/2000
L-N-T	LNT Brands LLC	86192614	5324047	10/31/2017
L-N-T	LNT Brands LLC	86975158	4628889	10/28/2014

Reel/Frame 5349/0425 Grant Date: August 21, 2014

Trademark	Grantor	Serial No.	Registration No.	Date of Registration
MINT THE MOMENT	SBG FM LLC	85982165	4585798	8/12/2014
THE FRANKLIN MINT	SBG FM LLC	86116199	5296621	9/26/2017
	LNT BRANDS LLC	72370206	0934171	5/16/1972
LINENS -N- THINGS	LNT Brands LLC	86975097	5324761	10/31/2017
LINENS -N- THINGS	LNT Brands LLC	86178277	4627707	10/28/2014
LNT	LNT BRANDS LLC	75546927	2337611	4/4/2000
L-N-T	LNT Brands LLC	86192614	5324047	10/31/2017
L-N-T	LNT Brands LLC	86975158	4628889	10/28/2014

EXHIBIT A

COPYRIGHTS

Title: Moon & Stars
Registration VA0001056560
Registration Date: 03/21/2001
Claimant: Linens 'n Things, Inc.
Type of Work: Visual Material
Basis of Claim: [Text, photographs, compilation, artwork]
Date of Creation: 1999
Date of Publication: June 1, 1999

TRADEMARKS

Reel/Frame 5345/0172 Grant Date: August 15, 2014

Trademark	Grantor	Serial No.	Registration No.	Date of Registration
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THE FRANKLIN MINT	SBG FM LLC	86116199	5296621	9/26/2017
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LINENS -N- THINGS	LNT Brands LLC	86178277	4627707	10/28/2014
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L-N-T	LNT Brands LLC	86192614	5324047	10/31/2017
L-N-T	LNT Brands LLC	86975158	4628889	10/28/2014

Reel/Frame 5349/0425 Grant Date: August 21, 2014

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THE FRANKLIN MINT	SBG FM LLC	86116199	5296621	9/26/2017
	LNT BRANDS LLC	72370206	0934171	5/16/1972
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L-N-T	LNT Brands LLC	86192614	5324047	10/31/2017
L-N-T	LNT Brands LLC	86975158	4628889	10/28/2014

Annex B

Partial Release of Security Interest in Trademarks

See attached.

PARTIAL RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This **PARTIAL RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY** (this “*Partial Release*”) is granted as of July 2, 2020 by **WILMINGTON TRUST, NATIONAL ASSOCIATION**, as administrative agent and collateral agent (the “*Grantee*”), in favor of **LNT BRANDS LLC**, a Delaware limited liability company (the “*LNT Grantor*”) and **SBG FM, LLC**, a Delaware limited liability company (the “*FM Grantor*”), and together with the LNT Grantor, each a “*Grantor*” and collectively, the “*Grantors*”);

WHEREAS, the Grantors, among others, have executed and delivered (i) a Grant of Security Interest in United States Trademarks, dated as of August 15, 2014 and recorded on August 15, 2015 at Reel 5345, Frame 0172, which was recorded with the United States Patent and Trademark Office (the “*USPTO*”) and (ii) a Grant of Security Interest in United States Trademarks, dated as of August 15, 2014 and recorded on August 21, 2014 at Reel 5349, Frame 0425, which was recorded with the USPTO (collectively, the “*Trademark Agreement*”);

WHEREAS, the Grantors have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the “*APA*”) by and between Franklin Mint Online, LLC, a Delaware limited liability company (the “*FM Purchaser*”) as a purchaser thereunder, Linens ‘n Things Online, Inc., a Delaware corporation (the “*LNT Purchaser*”, and together with the FM Purchaser, the “*Purchasers*”) as a purchaser thereunder and the Grantors, as sellers thereunder, pursuant to which, among other things, the Grantors have agreed to sell to the Purchasers the Grantors’ right, title and interest in the Marks set forth in Schedule A annexed hereto (the “*Specified Intellectual Property Collateral*”); and

WHEREAS, in connection with the APA, the Grantors have requested that the Grantee release and discharge fully its interest in the Specified Intellectual Property Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantee does hereby release and discharge, without any representation or warranty, any and all liens and security interests it may have in and to the Specified Intellectual Property Collateral expressly identified in Schedule A.

The Grantee hereby authorizes and requests that the USPTO note and record the present Partial Release.

Except for the release of Specified Intellectual Property specifically identified on Schedule A attached hereto, all terms and provisions of the Trademark Agreement shall remain in full force and effect. Nothing contained herein shall in any way impair the validity or enforceability of the Trademark Agreement, as modified hereby, or alter, waive, annul, vary, affect, or impair any provisions, conditions, or covenants contained therein or any rights, powers, or remedies granted therein. **Any lien and/or security interest granted in any Marks pursuant to the Trademark Agreement or the Security Agreement shall remain unchanged and in full force and effect except as specifically released hereby and shall continue to secure the payment and performance of all of the Secured Obligations (as defined in the Security Agreement).**

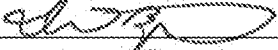
THIS PARTIAL RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

Each of the undersigned Lenders hereby authorizes the Grantee to execute and deliver this Partial Release on its behalf and, by its execution below, each of the undersigned Lenders agrees to be bound by the terms and conditions of this Partial Release.

[The Remainder of this Page is Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Partial Release as of the date above first written.

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Grantee

By: 
Name: **David Bergstrom**
Title: **Vice President**

SCHEDULE A

TRADEMARKS

Reel/Frame 5345/0172 Grant Date: August 15, 2014

Trademark	Grantor	Serial No.	Registration No.	Date of Registration
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	LNT Brands LLC	72370206	934171	5/16/1972
LINENS-N-THINGS	LNT Brands LLC	86975097	5324761	10/31/2017
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LNT	LNT Brands LLC	75546927	2337611	4/4/2000
L-N-T	LNT Brands LLC	86192614	5324047	10/31/2017
L-N-T	LNT Brands LLC	86975158	4628889	10/28/2014

Annex C

Partial Release of Security Interest in Copyrights

See attached.

PARTIAL RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This **PARTIAL RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY** (this "*Partial Release*") is granted as of July 2, 2020 by **WILMINGTON TRUST, NATIONAL ASSOCIATION**, as administrative agent and collateral agent (the "*Grantee*"), in favor of **LNT Brands LLC**, a Delaware limited liability company (the "*Grantor*");

WHEREAS, the Grantor, among others, has executed and delivered that certain Grant of Security Interest in United States Copyrights, dated as of dated August 15, 2014, which was recorded at the United States Copyright Office ("*USCO*") on November 21, 2014, at Volume 9923 and Document Number 435 (as amended, restated, modified or supplemented from time to time prior to the date hereof, the "*Copyright Agreement*");

WHEREAS, the Grantor has entered into that certain Asset Purchase Agreement, dated as of the date hereof (the "*APA*") by and between Linens 'n Things Online, Inc., a Delaware corporation (the "*LNT Purchaser*") as a purchaser thereunder, the Grantor, as a seller thereunder and the other parties thereto, pursuant to which, among other things, the Grantor has agreed to sell to the LNT Purchaser all of the Grantor's right, title and interest in the Copyrights set forth in Schedule A annexed hereto (the "*Specified Intellectual Property Collateral*"); and

WHEREAS, in connection with the APA, the Grantor has requested that the Grantee release and discharge fully its interest in the Specified Intellectual Property Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantee does hereby release and discharge, without any representation or warranty, any and all liens and security interests it may have in and to the Specified Intellectual Property Collateral expressly identified in Schedule A.

The Grantee hereby authorizes and requests that the USCO note and record the present Partial Release.

Except for the release of Specified Intellectual Property specifically identified on Schedule A attached hereto, all terms and provisions of the Copyright Agreement shall remain in full force and effect. Nothing contained herein shall in any way impair the validity or enforceability of the Copyright Agreement, as modified hereby, or alter, waive, annul, vary, affect, or impair any provisions, conditions, or covenants contained therein or any rights, powers, or remedies granted therein. **Any lien and/or security interest granted in any Copyrights pursuant to the Copyright Agreement or the Security Agreement shall remain unchanged and in full force and effect except as specifically released hereby and shall continue to secure the payment and performance of all of the Secured Obligations (as defined in the Security Agreement).**

THIS PARTIAL RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

Each of the undersigned Lenders hereby authorizes the Grantee to execute and deliver this Partial Release on its behalf and, by its execution below, each of the undersigned Lenders agrees to be bound by the terms and conditions of this Partial Release.

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IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Partial Release as of the date above first written.

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Grantee

By: 
Name: David Bergstrom
Title: Vice President

SCHEDULE A

COPYRIGHTS

Volume/Document Number 9923/435

Copyright	Grantor	Registration No.	Date of Registration
Moon & Stars	LNT Brands LLC	VA0001056560	03/21/2001