

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM606355

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SECOND AVENUE CAPITAL PARTNERS LLC		11/02/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Old Time Pottery, LLC		
Street Address:	P.O. Box 1838		
City:	Murfreesboro		
State/Country:	TENNESSEE		
Postal Code:	37128		
Entity Type:	Limited Liability Company: TENNESSEE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	5509085	THE PLACE FOR HEART AND HOME	
Registration Number:	5752516	THE HOME STORE WITH MORE	
Registration Number:	5147250	I L VE THIS PLACE!	
Registration Number:	2539336	STYLE FOR LESS!	
Registration Number:	2570774	HAY STACKS	
Registration Number:	2619536	HAY STACKS	
Registration Number:	2572796	HAY STACKS	
Registration Number:	2572795	HAY STACKS	
Registration Number:	2544071	HAY STACKS	
Registration Number:	2570773	ELVES AT WORK	
Registration Number:	2699175	ELVES AT WORK	
Registration Number:	2699174	ELVES AT WORK	
Registration Number:	2570772	ELVES AT WORK	
Registration Number:	2544070	ELVES AT WORK	
Registration Number:	2389128	OLD TIME POTTERY	
CORRESPONDENCE DATA			
Fax Number:	6152482954		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

CH \$390.00 5509085

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 615-742-7944
Email: trademarks@bassberry.com
Correspondent Name: Martha B. Allard
Address Line 1: 150 3rd Ave. S.
Address Line 2: Suite 2800
Address Line 4: Nashville, TENNESSEE 37201

ATTORNEY DOCKET NUMBER:	126797.0101
NAME OF SUBMITTER:	Martha B. Allard
SIGNATURE:	/Martha B. Allard/
DATE SIGNED:	11/02/2020

Total Attachments: 3

source=Second Ave Capital Termination and Release of Security Interest in Trademarks#page1.tif
source=Second Ave Capital Termination and Release of Security Interest in Trademarks#page2.tif
source=Second Ave Capital Termination and Release of Security Interest in Trademarks#page3.tif

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Termination and Release”), dated as of November 2, 2020, is made by SECOND AVENUE CAPITAL PARTNERS LLC, in its capacity as administrative agent and collateral agent for certain secured parties, as pledgee, assignee and a secured party (in such capacities, the “Agent”) under the Debtor-in-Possession Credit Agreement (as defined below).

WITNESSETH:

WHEREAS, reference is made to that certain (i) Debtor-in-Possession Agreement, dated as of July 2, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Debtor-in-Possession Credit Agreement”), among OLD TIME POTTERY, LLC, a Tennessee limited liability company (the “Borrower”), OTP HOLDINGS, LLC, a Delaware limited liability company (“Parent”), the Agent and the lenders party thereto from time to time and (ii) Security Agreement, dated as of July 2, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Debtor-in-Possession Security Agreement”), among the Borrower, Parent and Agent;

WHEREAS, pursuant to the Grant of Security Interest in Trademarks, dated as of July 2, 2020 (the “Trademark Security Agreement”) and in conjunction with the security interest granted to the Agent under the Debtor-in-Possession Security Agreement, a lien on and security interest (the “Security Interest”) was granted by the Borrower to the Agent in certain collateral, including the Marks;

WHEREAS, the Trademark Security Agreement was sent for recording in the United States Patent and Trademark Office on July 2, 2020 at Reel/Frame 6987/0687.

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Marks, including those Marks listed on Schedule 1 hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby agrees as follows:

1. Definitions. Capitalized terms not defined herein have the meanings set forth in the Trademark Security Agreement.
2. Release of Security Interest. The Agent, without representation, warranty or recourse, hereby terminates, releases and discharges any and all Security Interest in the Marks, and any right, title or interest of the Agent in such Marks shall hereby cease and become void.
3. Recordation. The Agent authorizes the Borrower and its designees to record this Termination and Release with the United States Patent and Trademark Office or any other applicable governmental authority at the Borrower’s expense.

[Signature page follows]


IN WITNESS WHEREOF, the undersigned has executed this Termination and Release of Security Interest in Trademarks by its duly authorized officer as of the date first above written.

SECOND AVENUE CAPITAL PARTNERS LLC,
as Agent

By: Andrew F. Prunier
Name: Andrew Prunier
Title: Managing Director

Schedule 1

MARKS

<u>MARK</u>	<u>REGISTRATION NUMBER/APPLICATION NUMBER</u>	<u>REGISTRATION DATE/APPLICATION DATE</u>
THE PLACE FOR HEART AND HOME	5509085	07/03/18
THE HOME STORE WITH MORE	5752516	05/14/19
	5147250	02/21/17
STYLE FOR LESS!	2539336	02/19/02
HAY STACKS	2570774	05/21/02
HAY STACKS	2619536	09/17/02
HAY STACKS	2572796	05/28/02
HAY STACKS	2572795	05/28/02
HAY STACKS	2544071	03/05/02
ELVES AT WORK	2570773	05/21/02
ELVES AT WORK	2699175	03/25/03
ELVES AT WORK	2699174	03/25/03
ELVES AT WORK	2570772	05/21/02
ELVES AT WORK	2544070	03/05/02
OLD TIME POTTERY	2389128	09/26/00

TRADEMARK

REEL: 007093 FRAME: 0584

RECORDED: 11/02/2020