

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM646243

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Franchise Group Newco S, LLC		05/10/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	American Freight Outlet Stores, LLC		
<b>Street Address:</b>	109 INNOVATION COURT, SUITE J		
<b>City:</b>	DELAWARE		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	43015		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5816878	I OWN THIS PLACE	
<b>Registration Number:</b>	4943221	AMERICA'S APPLIANCE EXPERTS	
<b>Registration Number:</b>	5800558	AMERICA'S APPLIANCE EXPERTS BRANDS KNOWL	
<b>Registration Number:</b>	5521915	AMERICA'S APPLIANCE EXPERTS BRANDS KNOWL	
<b>Registration Number:</b>	5407727	BLACK FOUR DAY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6508385109		
<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>	650-838-3743		
<b>Email:</b>	jlik@shearman.com		
<b>Correspondent Name:</b>	MAEVE WILSON		
<b>Address Line 1:</b>	599 Lexington Avenue		
<b>Address Line 2:</b>	Shearman & Sterling LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	42218/2		
<b>NAME OF SUBMITTER:</b>	MAEVE WILSON		
<b>SIGNATURE:</b>	/MAEVE WILSON/		
<b>DATE SIGNED:</b>	05/12/2021		

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**Total Attachments: 3**

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**TRADEMARK ASSIGNMENT AGREEMENT**

This TRADEMARK ASSIGNMENT AGREEMENT (this “Assignment”), effective the 10 day of May, 2021, is made and entered into by and among Franchise Group Newco S, LLC, a Delaware limited liability company (the “Assignor”), and American Freight Outlet Stores, LLC, a Delaware limited liability company and a subsidiary of the Assignor (the “Assignee”).

WHEREAS, the Assignor is the owner of all right, title and interest in and to each of the trademark registrations and applications set forth on Schedule A hereto, including all common law rights therein, together with the goodwill of the business connected with the use thereof, and symbolized thereby (the “Trademarks”); and

WHEREAS, the Assignor wishes to assign and transfer to the Assignee all right, title and interest in and to the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Effective as of the date of this Assignment, the Assignor hereby assigns and transfers to the Assignee, and the Assignee hereby accepts the assignment and transfer of, all right, title and interest in and to the Trademarks, including all rights therein provided by international conventions and treaties, all rights of priority and renewals, and all rights to sue and recover damages for past, present and future infringement, dilution, misappropriation, unlawful imitation or other violation thereof or conflict therewith.

2. Authorization. The Assignor hereby authorizes and requests the Commissioner of Trademarks of the United States to record this Assignment and to issue any and all registrations from any and all applications for registration included in the Trademarks to and in the name of the Assignee.

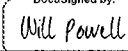
5. Governing Law. This Assignment shall be governed by, and construed in accordance with, the Laws of the State of Delaware applicable to contracts executed in and to be performed in that State, without regard to the conflicts of law principles of such State.

6. Counterparts. This Assignment may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

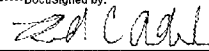
*[Signature page follows]*

IN WITNESS WHEREOF, each party has caused this Assignment to be executed by its duly authorized representative.

**FRANCHISE GROUP NEWCO S, LLC**

By:  \_\_\_\_\_  
Name: Will Powell  
Title: Secretary

**AMERICAN FREIGHT OUTLET STORES, LLC**

By:  \_\_\_\_\_  
Name: Ron Attender  
Title: Director and SVP

**SCHEDULE A**  
**TRADEMARKS**

<b>Trademark</b>	<b>App. No./Reg. No.</b>	<b>Filing Date/Reg. Date</b>
I OWN THIS PLACE	87876395 / 5816878	April 13, 2018 / July 30, 2019
AMERICA'S APPLIANCE EXPERTS	86622906 / 4943221	May 7, 2015 / April 19, 2016
AMERICA'S APPLIANCE EXPERTS BRANDS KNOWLEDGE SERVICE PRICE	86622941 / 5800558	May 2, 2015 / July 9, 2019
AMERICAS APPLIANCE EXPERTS BRANDS KNOWLEDGE SERVICE PRICE LOCALLY OWNED AND OPERATED	86622957 / 5521915	May 7, 2015 / July 24, 2018
BLACK FOUR DAY	86024375 / 5407727	July 31, 2013 / February 20, 2018