

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM654839

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF SECOND AMENDED AND RESTATED MEMORANDUM AND NOTICE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A., as Resigning Agent		06/02/2021	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., as Successor Agent
Street Address:	2200 Ross Avenue, 9th Floor
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2758779	CONN'S AWARD WINNING SERVICE SINCE 1890
Registration Number:	4118560	CONN'S
Registration Number:	2824660	CONN'S
Registration Number:	4201352	CONN'S HOME PLUS
Serial Number:	85422549	CONN'S CARE
Serial Number:	85421825	YES MONEY
Serial Number:	85421818	\$I MONEY
Serial Number:	85421808	SI MONEY
Serial Number:	85421784	YES\$ MONEY
Serial Number:	85421774	\$I ESTAS APROBADO.
Serial Number:	85421724	YES\$ YOU'RE APPROVED.

CORRESPONDENCE DATA

Fax Number: 2149813400

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.

Phone: 214-981-3483

Email: dclark@sidley.com

CH \$290.00 2758779

Correspondent Name: Dusan Clark, Esq.
Address Line 1: Sidley Austin LLP
Address Line 2: 2021 McKinney Ave., Suite 2000
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 63197-30020

NAME OF SUBMITTER: Dusan Clark

SIGNATURE: /Dusan Clark/

DATE SIGNED: 06/18/2021

Total Attachments: 5

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**ASSIGNMENT OF SECOND AMENDED AND RESTATED MEMORANDUM AND
NOTICE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

This **ASSIGNMENT OF SECOND AMENDED AND RESTATED MEMORANDUM AND NOTICE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY** (this “**Assignment**”), dated as of June 2, 2021, is by **BANK OF AMERICA, N.A.**, acting in its capacity as resigning administrative agent (in such capacity, the “**Resigning Agent**”) and **JPMORGAN CHASE BANK, N.A.**, acting in its capacity as successor administrative agent (in such capacity, the “**Successor Agent**”).

RECITALS:

WHEREAS, Conn’s, Inc., as “**Grantor**”, and Resigning Agent are parties to that certain Second Amended and Restated Memorandum and Notice of Security Interest in Intellectual Property, dated as of September 26, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, collectively, the “**IP Security Agreement**”), which was recorded by the U.S. Patent and Trademark Office on October 9, 2012, at Reel 4877 and Frame 0268, covering the trademark registrations and applications identified on Exhibit A attached hereto; and

WHEREAS, pursuant to that certain Second Amendment to and Agency Assignment of Fourth Amended and Restated Loan Agreement and Omnibus Amendment and Reaffirmation of Existing Ancillary Documents, dated as of November 15, 2019, by and among, inter alios, Conn’s, Inc., Conn Appliances, Inc., Conn Credit I, LP, Conn Credit Corporation, Inc. and JPMorgan Chase Bank, N.A., as successor to Bank of America, N.A., the resigning agent, in its capacity as administrative agent for the Lenders, the Resigning Agent has assigned to Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the IP Security Agreement, in each instance, in its capacity as administrative agent and, if applicable, collateral agent.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Resigning Agent and Successor Agent hereby agree as follows:

1. Assignment and Assumption. The Resigning Agent hereby assigns and transfers to Successor Agent and its successors and assigns, all of its rights, title and interest in and to the IP Security Agreement.
2. Further Assurances. Resigning Agent and Grantor hereby agree to execute such other documents and perform such other acts as may be reasonably necessary or proper to effect and perfect the aforementioned Assignment.
3. Miscellaneous. This Assignment may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Assignment shall become effective when Agent has received counterparts bearing the signatures of all parties hereto. Delivery of an executed counterpart of a signature page of this

Assignment that is an Electronic Signature transmitted by telecopy, emailed .pdf or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Assignment. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to this Assignment shall be deemed to include Electronic Signatures, deliveries or the keeping of records in any electronic form (including deliveries by telecopy, emailed .pdf or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be.

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IN WITNESS WHEREOF, Resigning Agent and Successor Agent have caused this Assignment to be duly executed as of the date first above written.

RESIGNING AGENT:

BANK OF AMERICA, N.A.

By: 
Name: Carlos Gil
Title: **Senior Vice President**

SUCCESSOR AGENT:

JPMORGAN CHASE BANK, N.A.

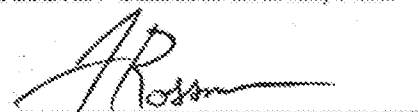



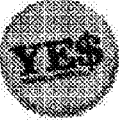
By: 
Name: Andrew Rossman
Title: **Vice President**

EXHIBIT A
TRADEMARKS

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration No.</u>	<u>Registration Date</u>
CONN'S AWARD WINNING SERVICE SINCE 1890 	Conn's, Inc.	Registered	2,758,779	09/02/2003
	Conn's, Inc.	Registered	4,118,560	03/27/2012
CONN'S	Conn's, Inc.	Registered	2,824,660	03/23/2004
CONN'S HOME PLUS	Conn's, Inc.	Registered	4,201,352	09/04/2012
CONN'S CARE	Conn's, Inc.	Pending	85/422,549	09/14/2011
YES MONEY	Conn's, Inc.	Pending	85/421,825	09/13/2011
\$I MONEY	Conn's, Inc.	Pending	85/421,818	09/13/2011
SI MONEY	Conn's, Inc.	Pending	85/421,808	09/13/2011
YES MONEY	Conn's, Inc.	Pending	85/421,784	09/13/2011
	Conn's, Inc.	Pending	85/421,774	09/13/2011

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration No.</u>	<u>Registration Date</u>
	Conn's, Inc.	Pending	85/421,724	09/13/2011