

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM687508

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Golub Capital LLC, as administrative agent		11/08/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	2nd Ave. LLC
Street Address:	4136 Blanche Road
City:	Bensalem
State/Country:	PENNSYLVANIA
Postal Code:	19020
Entity Type:	Limited Liability Company: DELAWARE
Name:	GreenDrop, LLC
Street Address:	4136 Blanche Road
City:	Bensalem
State/Country:	PENNSYLVANIA
Postal Code:	19020
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	4138838	2ND AVE VALUE STORES
Registration Number:	3424118	2ND AVE.
Registration Number:	4147611	GREENDROP
Registration Number:	4233591	GREENDROP CHARITABLE DONATIONS CENTER
Registration Number:	5810382	G

CORRESPONDENCE DATA

Fax Number: 3125774565

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: 312-577-8265

Email: kristin.brozovic@katten.com

Correspondent Name: Kristin Brozovic c/o Katten

Address Line 1: 525 W Monroe St

CH \$140.00 4138838

Address Line 4:	Chicago, ILLINOIS 60661
ATTORNEY DOCKET NUMBER:	337968-334
NAME OF SUBMITTER:	Kristin Brozovic
SIGNATURE:	/Kristin Brozovic/
DATE SIGNED:	11/11/2021
Total Attachments: 4 source=2nd Ave -- TSA Release -- Execution Version#page1.tif source=2nd Ave -- TSA Release -- Execution Version#page2.tif source=2nd Ave -- TSA Release -- Execution Version#page3.tif source=2nd Ave -- TSA Release -- Execution Version#page4.tif	

RELEASE OF TRADEMARK SECURITY AGREEMENT

This **RELEASE OF TRADEMARK SECURITY AGREEMENT**, dated as of November 8, 2021, is made by Golub Capital LLC, as administrative agent (in such capacity, the “Grantee”), in favor of 2nd Ave. LLC, a Delaware limited liability company (“Borrower”), and GreenDrop, LLC, a Delaware limited liability company (“GreenDrop”; Borrower and GreenDrop are sometimes referred to herein collectively as the “Grantors” and individually as a “Grantor”).

WHEREAS, (i) the Grantors, the Grantee and others are parties to that certain Guaranty and Security Agreement, dated as of September 18, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), and (ii) the Grantors and the Grantee are parties to that certain Trademark Security Agreement, dated as of September 18, 2019 (the “Trademark Security Agreement”);

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, the Grantors granted to the Grantee a security interest in all of the Grantors’ right, title and interest in, to and under the Trademark Collateral (as defined below), including, without limitation, the Trademarks, Trademark registrations and Trademark applications referred to on Schedule A annexed hereto;

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office (the “USPTO”) on September 18, 2019 at Reel 6747 and Frame 0729;

WHEREAS, the Grantee has agreed to terminate and release its security interest in, to and under the Trademark Collateral and reassign any and all rights in the same to the applicable Grantor; and

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to them (including by reference to other agreements) in the Security Agreement or Trademark Security Agreement, as applicable.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantee hereby agrees as follows:

1. *Release of Security Interest.* The Grantee hereby (i) terminates the Trademark Security Agreement, and (ii) terminates, releases, relinquishes and discharges fully all mortgages, liens, and security interests granted to the Grantee for the benefit of itself and the other Secured Parties in the following (collectively, the “Trademark Collateral”):

- a. all of the Grantors’ Trademarks, including, without limitation, those referred to on Schedule A hereto;
- b. all renewals and extensions of the foregoing;

- c. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- d. all income, royalties, proceeds and Liabilities at any time due or payable or asserted under or with respect to any of the foregoing or otherwise with respect to such Trademarks, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

and reassigns and transfers to the applicable Grantor, without representation, warranty or recourse of any kind, any and all right, title and interest the Grantee or the Secured Parties may have in, to or under the Trademark Collateral (including, without limitation, the Trademarks, Trademark registrations and Trademark applications referred to on Schedule A annexed hereto).


2. *Recordation.* The Grantee hereby authorizes the Grantors, or the Grantors' authorized representative(s), as the case may be, at the Grantors' sole expense, to record this document with the USPTO and any other applicable governmental office or agency. The Grantee further authorizes and requests that the Commissioner for Trademarks in the USPTO, and any other necessary United States government officer, record this document, it being understood that such recordation shall be at the Grantors' sole expense.

3. *Governing Law.* This document shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the Grantee has caused this Release of Trademark Security Agreement to be duly executed as of the date first set forth above.

GOLUB CAPITAL LLC,
as Administrative Agent

By: 



Name: Marc C. Robinson

Title: Senior Managing Director

SCHEDULE A

Trademark Registrations

I. U.S. Trademark Registrations

Owner	Trademark Description	Registration No.	Date Registered	Country
2nd Ave. LLC	2ND AVE VALUE STORES	4138838	5/8/2012	USA
2nd Ave. LLC	2ND AVE	3424118	5/6/2008	USA
GreenDrop, LLC	GREENDROP	4147611	5/22/2012	USA
GreenDrop, LLC		4233591	10/30/2012	USA
GreenDrop, LLC		5810382	7/23/2019	USA