

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM693654

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|--|------------------------------|-------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Wells Fargo Bank, National Association | | 12/03/2021 | National Banking Association: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | BDSRCO, Inc. | | |
| Street Address: | 1806 38th Avenue E | | |
| City: | Bradenton | | |
| State/Country: | FLORIDA | | |
| Postal Code: | 34208 | | |
| Entity Type: | Corporation: FLORIDA | | |
| PROPERTY NUMBERS Total: 26 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1684402 | CAPE CLASSIC | |
| Registration Number: | 2548132 | G | |
| Registration Number: | 2640229 | G SOMETHING UNEXPECTED | |
| Registration Number: | 3045751 | GIVE THE UNEXPECTED | |
| Registration Number: | 2529306 | GOODY'S | |
| Registration Number: | 1606015 | GOODY'S FAMILY CLOTHING | |
| Registration Number: | 2379498 | GORDMANS | |
| Registration Number: | 5442645 | GREWARDS | |
| Registration Number: | 1475067 | HANNAH | |
| Registration Number: | 2657455 | IVY CREW | |
| Registration Number: | 2561162 | MOUNTAIN LAKE | |
| Registration Number: | 2785222 | PALAIS ROYAL | |
| Registration Number: | 1492322 | PEEBLES | |
| Registration Number: | 1769352 | PRIVATE EXPRESSIONS | |
| Registration Number: | 2821443 | REBECCA MALONE | |
| Registration Number: | 2072046 | SIGNATURE STUDIO | |
| Registration Number: | 3280578 | SIGNATURE STUDIO | |
| Registration Number: | 4838271 | SIGNATURE STUDIO | |
| Registration Number: | 2721561 | SOMETHING UNEXPECTED | |

OP \$665.00 1684402

| Property Type | Number | Word Mark |
|----------------------|---------|------------------------------|
| Registration Number: | 5362648 | SPOT ON VALUE |
| Registration Number: | 5335731 | STYLE CIRCLE |
| Registration Number: | 4860808 | STYLE CIRCLE REWARDS |
| Registration Number: | 4177006 | VALERIE STEVENS |
| Registration Number: | 4838287 | VALERIE STEVENS |
| Registration Number: | 4062356 | WISHFUL PARK |
| Registration Number: | 2515145 | Y.E.S. YOUR EVERYDAY SAVINGS |

CORRESPONDENCE DATA

Fax Number: 7039882903

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: 7037879400

Email: trademark@wcc-ip.us

Correspondent Name: Robert N. Cook

Address Line 1: 11491 Sunset Hills Road

Address Line 4: Reston, VIRGINIA 20191

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|--------------------|------------------|
| NAME OF SUBMITTER: | Robert N, Cook |
| SIGNATURE: | /Robert N, Cook/ |
| DATE SIGNED: | 12/09/2021 |

Total Attachments: 8

- source=FINAL -- Stage IP Disposition -- Partial Release of Security Interest in Trademarks and other IP -- Beall's (1)#page1.tif
- source=FINAL -- Stage IP Disposition -- Partial Release of Security Interest in Trademarks and other IP -- Beall's (1)#page2.tif
- source=FINAL -- Stage IP Disposition -- Partial Release of Security Interest in Trademarks and other IP -- Beall's (1)#page3.tif
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- source=FINAL -- Stage IP Disposition -- Partial Release of Security Interest in Trademarks and other IP -- Beall's (1)#page6.tif
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- source=FINAL -- Stage IP Disposition -- Partial Release of Security Interest in Trademarks and other IP -- Beall's (1)#page8.tif

**PARTIAL RELEASE OF SECURITY INTEREST IN
CERTAIN INTELLECTUAL PROPERTY**

Date: December 3, 2021

WHEREAS, the undersigned, Wells Fargo Bank, National Association (as successor by merger to Wells Fargo Retail Finance, LLC), a national banking association, is the collateral agent (in such capacity, the “*Collateral Agent*”) for its own benefit and the benefit of the other Credit Parties (as defined in the Agreement referred to below) under that certain Intellectual Property Security Agreement, dated as of April 11, 2008 (the “*Original Agreement*”), by and among Beall’s, Inc., a Florida corporation (“*Beall’s*”), BSDRCO, Inc., a Florida corporation (“*BDSRCO*”), the other Grantors party thereto (together with Beall’s and BSDRCO, individually, a “*Grantor*”, and collectively, the “*Grantors*”), and the Collateral Agent, as amended by that certain First Amendment to Intellectual Property Security Agreement, dated as of September 19, 2016 (the “*First Amendment*”), that certain Second Amendment to Intellectual Property Security Agreement, dated as of January 5, 2021 (the “*Second Amendment*”), and that certain Third Amendment to Intellectual Property Security Agreement, dated as of July 23, 2021 (the “*Third Amendment*”) (the Original Agreement, as amended by the First Amendment, the Second Amendment and the Third Amendment, collectively, the “*Agreement*”), which was recorded with the United States Patent and Trademark Office (i) with respect to the Original Agreement, on April 25, 2008, at Reel 3767 and Frame 0194, (ii) with respect to the First Amendment, on September 21, 2016, at Reel 5880 and Frame 0604, (iii) with respect to the Second Amendment, on January 15, 2021, at Reel 7162 and Frame 0952, and (iv) with respect to the Third Amendment, on July 26, 2021, at Reel 7407 and Frame 0412. All capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.

WHEREAS, Beall’s and BSDRCO, as the sellers, have entered into that certain Asset Purchase Agreement dated as of even date (the “*Purchase Agreement*”) with RDLX Co., a Delaware corporation, as the Buyer (the “*Buyer*”), pursuant to which, *inter alia*, Beall’s and BSDRCO have agreed to sell to the Buyer certain trademarks, domain names and social media accounts;

AND WHEREAS, in connection with the Purchase Agreement, BSDRCO has requested that that the Collateral Agent release and reassign to BSDRCO its interest in (i) the trademarks identified in Schedule A attached hereto (the “*Specified Marks*”), (ii) BSDRCO’s rights under warranties, indemnities and all similar rights against third parties to the extent related to any Specified Marks, and (iii) all goodwill associated with any of the assets described in the foregoing clauses (i) and (ii) (collectively, the “*Trademark Assets*”);

AND WHEREAS, in connection with the Purchase Agreement, Beall’s has requested that the Collateral Agent release and reassign to Beall’s its interest in (i) the domain names identified in Schedule B attached hereto (the “*Specified Domain Names*”), (ii) the social media accounts identified in Schedule C attached hereto (the “*Specified Social Media Accounts*”), (iii) Beall’s rights under warranties, indemnities and all similar rights against third parties to the extent related to any Specified Domain Names or Specified Social Media Accounts, and (iv) all goodwill associated with any of the assets described in the foregoing clauses (i) through (iii) (collectively with the Trademark Assets, the “*Purchased Assets*”);

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Collateral Agent does hereby release any and all liens and security interests it may have in and to (i) the Specified Marks specifically identified in Schedule A attached hereto, (ii) the Specified Domain Names identified in Schedule B attached hereto, (iii) the Specified Social Media Accounts identified in Schedule C attached hereto, (iv) BDSRCO's rights under warranties, indemnities and all similar rights against third parties to the extent related to any Specified Marks, (v) Beall's rights under warranties, indemnities and all similar rights against third parties to the extent related to any Specified Domain Names or Specified Social Media Accounts, and (vi) all goodwill associated with any of the assets described in the foregoing clauses (i) through (v).

The Collateral Agent hereby authorizes and requests that the United States Patent and Trademark Office note and record this Partial Release of Security Interest in Certain Intellectual Property.

Except for the release of (i) the Specified Marks specifically identified in Schedule A attached hereto, (ii) the Specified Domain Names identified in Schedule B attached hereto, (iii) the Specified Social Media Accounts identified in Schedule C attached hereto, (iv) BDSRCO's rights under warranties, indemnities and all similar rights against third parties to the extent related to any Specified Marks, (v) Beall's rights under warranties, indemnities and all similar rights against third parties to the extent related to any Specified Domain Names or Specified Social Media Accounts, and (vi) all goodwill associated with any of the assets described in the foregoing clauses (i) through (v), all terms and provisions of the Agreement 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 IP Collateral or any other assets other than the Purchased Assets (whether pursuant to the Agreement or otherwise) shall remain unchanged and in full force and effect and shall continue to secure the satisfactory payment and performance of all of the Secured Obligations.**

THIS PARTIAL RELEASE OF SECURITY INTEREST IN CERTAIN INTELLECTUAL PROPERTY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS THEREOF.

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IN WITNESS WHEREOF, the undersigned has executed and delivered this Partial Release of Security Interest in United States Trademarks as of the date above first written.

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Collateral Agent**

By: Maggie Townsend
Name: Maggie Townsend
Title: Director

SCHEDULE A

Specified Marks

(All of the below trademark registrations and applications are owned by BDSRCO, Inc.)

| <u>TRADEMARK</u> | <u>REGISTRATION NO.</u> | <u>REGISTRATION DATE</u> |
|------------------------------|--------------------------------|---------------------------------|
| CAPE CLASSIC | 1684402 | 04/28/1992 |
| G | 2548132 | 03/12/2002 |
| G SOMETHING UNEXPECTED | 2640229 | 10/22/2002 |
| GIVE THE UNEXPECTED | 3045751 | 01/17/2006 |
| GOODY'S | 2529306 | 01/15/2002 |
| GOODY'S FAMILY CLOTHING | 1606015 | 07/10/1990 |
| GORDMANS | 2379498 | 08/22/2000 |
| gREWARDS | 5442645 | 04/10/2018 |
| HANNAH | 1475067 | 02/02/1988 |
| IVY CREW | 2657455 | 12/10/2002 |
| MOUNTAIN LAKE | 2561162 | 04/16/2002 |
| PALAIS ROYAL | 2785222 | 11/25/2003 |
| PEEBLES | 1492322 | 06/14/1988 |
| PRIVATE EXPRESSIONS | 1769352 | 05/04/1993 |
| REBECCA MALONE | 2821443 | 03/09/2004 |
| SIGNATURE STUDIO | 2072046 | 06/17/1997 |
| SIGNATURE STUDIO | 3280578 | 08/14/2007 |
| SIGNATURE STUDIO | 4838271 | 10/20/2015 |
| SOMETHING UNEXPECTED | 2721561 | 06/03/2003 |
| SPOT ON VALUE | 5362648 | 12/26/2017 |
| STYLE CIRCLE | 5335731 | 11/14/2017 |
| STYLE CIRCLE REWARDS | 4860808 | 11/24/2015 |
| VALERIE STEVENS | 4177006 | 07/17/2012 |
| VALERIE STEVENS | 4838287 | 10/20/2015 |
| WISHFUL PARK | 4062356 | 11/29/2011 |
| Y.E.S. YOUR EVERYDAY SAVINGS | 2515145 | 12/04/2001 |

SCHEDULE B

Specified Domain Names

(All of the below domain names are owned by Beall's, Inc.)

Domains:

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| gordmans.com |
| gordmans.info |
| gordmans.online |
| gordmans.org |
| gordmans.xxx |
| promo-gordmans.com |

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| e-palaisroyal.com |
| palaisroyal.biz |
| palaisroyal.com |
| palaisroyaldeptstores.com |
| palaisroyalfeedback.com |
| palaisroyalgiftcards.com |
| palaisroyalmail.com |
| palaisroyalonline.com |
| palaisroyalonlinestore.com |
| palaisroyalonlinestores.com |
| shoppalaisroyal.com |
| shoppalaisroyal.net |
| shoppalaisroyaldepartmentstores.com |
| shoppalaisroyaldeptstores.com |
| shoppalaisroyalstores.com |

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| e-goodysonline.com |
| goodysdeptstores.com |
| goodysfeedback.com |
| goodysgiftcards.com |
| goodysmail.com |
| goodysonline.biz |
| goodysonline.com |
| goodysonline.net |
| goodysonline.us |
| goodysonlinegiftcards.com |

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| godysonlinestore.com |
| godysonlinestores.com |
| shopgoodys.biz |
| shopgoodys.net |
| shopgoodys.org |
| shopgoodys.us |
| shopgoodysdepartmentstores.com |
| shopgoodysdeptstores.com |
| shopgoodysstores.com |

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| e-peebles.com |
| peebles.com |
| peeblesdeptstores.com |
| peeblesfeedback.com |
| peeblesgiftcards.com |
| peeblesmail.com |
| peeblesonline.com |
| peeblesonlinestore.com |
| peeblesonlinestores.com |
| peeblesuat.com |
| shoppeebles.biz |
| shoppeebles.net |
| shoppeebles.org |
| shoppeebles.us |
| shoppeeblesdepartmentstores.com |
| shoppeeblesdeptstores.com |
| shoppeeblesstores.com |

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| stylecircle.com |
| stylecirclecommunity.com |
| styleclerewards.com |
| wishfulpark.biz |
| wishfulpark.cc |
| wishfulpark.com |
| wishfulpark.info |
| wishfulpark.net |
| wishfulpark.org |

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| jrsteeles.com |
| kjsteeles.com |

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| steelesdeals.com |
| steelesdeals.net |
| steelesdeals.org |
| steelesonline.com |
| steelesstores.com |
| bcmoores.com |
| newstoreintownforyou.com |
| premierrewardsdetails.com |
| premierrewardsdetails.net |

SCHEDULE C

Specified Social Media Accounts

(All of the below social media accounts are owned by Beall's, Inc.)

Facebook: Gordmans
Instagram: @gordmans
Twitter: @gordmans
YouTube: <https://www.youtube.com/gordmans>
Pinterest: Gordmans

Facebook: Palais Royal
Instagram: @shoppalaisroyal
Twitter: @shoppalaisroyal
YouTube: www.youtube.com/user/PalaisRoyalStore
Pinterest: Palais Royal

Facebook: Goody's
Instagram: @shopgoodys
Twitter: @shopgoodys
YouTube: www.youtube.com/user/goodysonline
Pinterest: Goody's

Facebook: Peebles
Instagram: @shoppeebles
Twitter: @shoppeebles
YouTube: www.youtube.com/user/peeblesstore
Pinterest: Peebles

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