

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM722342

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Freight Outlet Stores, LLC		04/15/2022	Corporation:
RECEIVING PARTY DATA			
Name:	Sears Hometown Stores, Inc.		
Street Address:	3333 Beverly Road		
City:	Hoffman Estates		
State/Country:	ILLINOIS		
Postal Code:	60179		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	87876395	I OWN THIS PLACE	
Serial Number:	86622906	AMERICA'S APPLIANCE EXPERTS	
Serial Number:	86622941	AMERICA'S APPLIANCE EXPERTS BRANDS KNOWL	
Serial Number:	86622957	AMERICA'S APPLIANCE EXPERTS BRANDS KNOWL	
Serial Number:	86024375	BLACK FOUR DAY	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	marc.elzweig@shearman.com		
Correspondent Name:	Shearman & Sterling LLP		
Address Line 1:	1460 El Camino Real		
Address Line 2:	2nd Floor		
Address Line 4:	Menlo Park, CALIFORNIA 94025		
NAME OF SUBMITTER:	Marc Elzweig		
SIGNATURE:	/Marc Elzweig/		
DATE SIGNED:	04/19/2022		
Total Attachments: 5			
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Trademark Assignment Agreement

This Trademark Assignment Agreement (this "Trademark Assignment Agreement") is made and entered into as of April 15, 2022 by and between American Freight Outlet Stores, LLC, a Delaware corporation ("Assignor"), Sears Hometown Stores, Inc. (as successor-in-interest to Sears Hometown and Outlet Stores, Inc. ("SHO")), a Delaware corporation, ("Assignee"), and Franchise Group Newco S, LLC ("Newco") (Assignor, Assignee and Newco are collectively referred to as the "Parties").

WHEREAS, pursuant to that certain Equity and Asset Purchase Agreement, dated as of August 27, 2019 by and between SHO and Newco, among others (the "Purchase Agreement"), SHO agreed to assign, sell, convey, and transfer SHO's right, title, and interest in and to certain intellectual property to Newco;

WHEREAS, pursuant to the Purchase Agreement, SHO and Newco executed that certain Trademark Assignment Agreement, dated as of October 23, 2019 (the "2019 Trademark Assignment"), whereby SHO assigned, sold, conveyed, and transferred all right, title, and interest in and to certain intellectual property assets to Newco, purportedly including those trademarks set forth on Schedule A hereto (the "Trademarks"), and which 2019 Trademark Assignment was not recorded with the United States Patent and Trademark Office;

WHEREAS, pursuant to that certain Trademark Assignment Agreement, dated as of May 10, 2021 by and between Newco and Assignor (the "2021 Trademark Assignment"), Newco purportedly assigned and transferred all right, title, and interest in and to the Trademarks to Assignor;

WHEREAS, the 2021 Trademark Assignment was recorded with the Trademark Division of the United States Patent and Trademark Office on May 12, 2021, at Real 7249, Frame 0774;

WHEREAS, the Parties have determined that the Trademarks were not subject to the Purchase Agreement and therefore not properly included in the 2019 Trademark Assignment, and consequently, the Parties wish to correct the chain of title of the Trademarks; and

WHEREAS, Assignor wishes to assign, sell, convey, and transfer to Assignee, and Assignee wishes to accept, any and all of Assignor's right, title, and interest in and to the Trademarks.

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

1. Assignment. Assignor hereby assigns, sells, conveys, and transfers to Assignee, and Assignee hereby accepts from Assignor, any and all of Assignor's right, title, and interest in and to the Trademarks, together with the goodwill connected with the use thereof and symbolized thereby, and including, without limitation, 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 misuse or violation thereof or conflict therewith.

2. Authorization. Assignor hereby authorizes and requests the Commissioner for Trademarks and any other applicable government officer or relevant governmental authority record this Trademark Assignment Agreement.

3. Further Assurances. Assignor agrees to execute, upon the request and at the sole expense of Assignee, such additional documents as Assignee reasonably requests to register and otherwise give full effect to the rights of Assignee under this Trademark Assignment Agreement in and to the Trademarks, including all documents necessary to record in the name of Assignee the assignment of the Trademarks with the United States Patent and Trademark Office or successor offices.


4. Governing Law. This Trademark Assignment Agreement shall be governed by and construed in accordance with the domestic Laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

5. Counterparts. This Trademark Assignment Agreement may be executed and delivered (including by facsimile or other electronic 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, the undersigned have executed this Trademark Assignment Agreement as of the date first written above.

**AMERICAN FREIGHT OUTLET STORES,
LLC**

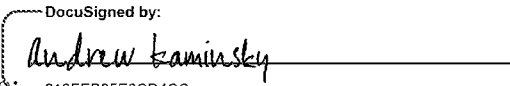
By: 
Name: _____
Title:

SEARS HOMETOWN STORES, INC.

By: _____
Name: _____
Title:

Acknowledged and Agreed to by:

FRANCHISE GROUP NEWCO S, LLC

By: 
Name: _____
Title:

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment Agreement as of the date first written above.

**AMERICAN FREIGHT OUTLET STORES,
LLC**

By: _____
Name:
Title:

SEARS HOMETOWN STORES, INC.

By: *Gina Lakatos*
Name: Gina Lakatos
Title: VP, General Counsel

Acknowledged and Agreed to by:

FRANCHISE GROUP NEWCO S, LLC

By: _____
Name:
Title:

SCHEDULE A

Trademarks

Trademark	Application Number / Registration Number	Filing Date / Registration Date
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