

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM727157

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|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Release of Security Interest in Trademarks | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Manufacturers and Traders Trust Company, as Collateral Agent | | 05/09/2022 | Corporation: NEW YORK |
| RECEIVING PARTY DATA | | | |
| Name: | Superior Deals Inc. | | |
| Street Address: | c/o 1847 Goedeker Inc. | | |
| Internal Address: | 1870 Bath Avenue | | |
| City: | Brroklyn | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 11214 | | |
| Entity Type: | Corporation: NEW YORK | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 6268103 | SUPERIORBRANDS | |
| Registration Number: | 6188090 | FORTÉ | |
| Registration Number: | 5573933 | MILO ITALIA | |
| Registration Number: | 5532147 | SUPERIORBRANDS | |
| 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> | | | |
| Phone: | 18888295819 | | |
| Email: | john.cunningham@wolterskluwer.com | | |
| Correspondent Name: | CT Corporation | | |
| Address Line 1: | 208 S. LaSalle | | |
| Address Line 2: | Suite 814 | | |
| Address Line 4: | Chicago, ILLINOIS 60604 | | |
| NAME OF SUBMITTER: | Diandra M. LaMantia | | |
| SIGNATURE: | /Diandra M. LaMantia/ | | |
| DATE SIGNED: | 05/11/2022 | | |

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Total Attachments: 6

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is dated as of May 9, 2022 (the “Release Date”), by MANUFACTURERS AND TRADERS TRUST COMPANY, as collateral agent for the Lenders (in such capacity, the “Collateral Agent”), for the benefit of 1 STOP ELECTRONICS CENTER, INC., a New York corporation and SUPERIOR DEALS INC., a New York corporation (each a “Grantor” and collectively, the “Grantors”).

WHEREAS, the Grantors have entered into that certain (i) Pledge and Security Agreement, dated as of June 2, 2021, in favor of the Collateral Agent and (ii) Grant of Security Interest Trademarks, dated as of June 2, 2021, in favor of the Collateral Agent (the “Trademark Security Agreement”);

WHEREAS, pursuant to the Trademark Security Agreement, the Grantor pledged and granted to the Administrative Agent a security interest in and to all of its right, title and interest in, to and under all of the Trademarks of the Grantor, including, without limitation, those referred to on Schedule I hereto (the “Trademark Collateral”);

WHEREAS, the Collateral Agent has filed with the United States Patent and Trademark Office (the “USPTO”) notices of security interests in the Trademark Collateral, the Trademark Security Agreement was recorded by the USPTO on June 3, 2021 at Reel 007314, Frame 0841;

WHEREAS, the Grantors have been released from all obligations under that certain Credit and Guaranty Agreement, dated as of June 2, 2021 (the “Credit Agreement”), by and among 1847 Goedeker Inc., a Delaware corporation and Appliances Connection Inc., a Delaware corporation, collectively, as borrowers, the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto, and the Collateral Agent, as agent, and all liens granted to the Collateral Agent on the assets of the Grantors have been released and the Grantors have requested that the Administrative Agent release its security interest in the Trademark Collateral.

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

1. Release of Security Interest. Effective as of the Release Date, the Collateral Agent hereby, without any representation and warranty and without any recourse (a) terminates the Liens (as defined in the Credit Agreement) and security interests created under the Trademark Security Agreement in the Trademark Collateral, (b) releases its security interest in the Trademark Collateral, (c) discharges any and all rights, title and interest it has in and the security interest granted to the Collateral Agent in the Trademark Collateral, (d) terminates the Trademark Security Agreement, and (e) assigns, grants and conveys to the Grantors any and all of Collateral Agent’s right, title and interest in and to the Trademark Collateral.

2. Recordation of Release. The Collateral Agent understands and agrees that this Release shall be recorded by or for the Grantors with the USPTO.

3. Further Actions. The Collateral Agent further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that the Grantors may reasonably require to effect the intent and purpose of this Release; provided, that all such documents are to be prepared by counsel to the Grantors and the cost and expense of such documents and actions shall be borne solely by the Grantors.


4. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Trademark Security Agreement or Credit Agreement, as applicable.

5. Governing Law. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

[Signature page follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed as an instrument under seal by its duly authorized officer as of the Release Date.

MANUFACTURERS AND TRADERS TRUST COMPANY, as Collateral Agent

By: 
Name: AJIBOLA FADAHUNSI
Title: MANAGING DIRECTOR

[Signature Page to Trademark Release]