

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM804016

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Second Avenue Capital Partners LLC		04/18/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Old Time Pottery, LLC		
Street Address:	480 River Rock Boulevard		
City:	Murfreesboro		
State/Country:	TENNESSEE		
Postal Code:	37128		
Entity Type:	Limited Liability Company: TENNESSEE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	5509085	THE PLACE FOR HEART AND HOME	
Registration Number:	5752516	THE HOME STORE WITH MORE	
Registration Number:	5147250	I L VE THIS PLACE!	
Registration Number:	2539336	STYLE FOR LESS!	
Registration Number:	2570774	HAY STACKS	
Registration Number:	2619536	HAY STACKS	
Registration Number:	2572796	HAY STACKS	
Registration Number:	2572795	HAY STACKS	
Registration Number:	2544071	HAY STACKS	
Registration Number:	2570773	ELVES AT WORK	
Registration Number:	2699175	ELVES AT WORK	
Registration Number:	2699174	ELVES AT WORK	
Registration Number:	2570772	ELVES AT WORK	
Registration Number:	2544070	ELVES AT WORK	
Registration Number:	2389128	OLD TIME POTTERY	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 212.318.6000
Email: yoosonlee@paulhastings.com
Correspondent Name: Yooson Sandy Lee
Address Line 1: Paul Hastings LLP
Address Line 2: 200 Park Avenue
Address Line 4: New York, NEW YORK 10166

NAME OF SUBMITTER:	Yooson Sandy Lee
SIGNATURE:	/s/ Yooson Sandy Lee
DATE SIGNED:	04/18/2023

Total Attachments: 4

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**TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Termination and Release"), dated as of April 18, 2023, by SECOND AVENUE CAPITAL PARTNERS LLC, in its capacity as administrative agent and collateral agent (in such capacity, the "Agent") for the Lenders under the Credit Agreement (each as defined below).

WITNESSETH:

WHEREAS, reference is made to that certain Credit Agreement dated as of November 2, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among OLD TIME POTTERY, LLC, a Tennessee limited liability company (the "Grantor" and, collectively with the other loan parties, the "Loan Parties"), the lenders party thereto (the "Lenders") and the Agent;

WHEREAS, pursuant to the Grant of Security Interest in Trademarks, dated as of November 2, 2020 (the "Trademark Security Grant"), a lien on and security interest (the "Security Interest") was granted by the Grantor to the Agent in the Marks;

WHEREAS, the Trademark Security Grant was recorded in the Trademark Division of the United States Patent and Trademark Office ("USPTO") on November 2, 2020, at Reel/Frame 7093/0546 and

WHEREAS, the Agent now desires to terminate and release the Trademark Security Grant and its Security Interest in the Marks, including those Marks listed on Schedule 1 hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby agrees as follows:

1. Definitions. Capitalized terms not defined herein have the meanings set forth in the Trademark Security Grant.
2. Release of Security Interest. The Agent hereby terminates, releases and discharges the Trademark Security Grant, any and all Security Interest in the Marks, including those Marks listed on Schedule 1 hereto, and any right, title or interest of the Agent in, to, or under such Marks shall hereby cease and become void.
3. Recordation. The Agent hereby authorizes the Loan Parties and their designees to record this Termination and Release with the USPTO or any other applicable governmental authority at the Loan Parties' expense.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release of Security Interest in Trademarks by its duly authorized officer as of the date first above written.

SECOND AVENUE CAPITAL PARTNERS LLC

By: 
Name: Andrew Prunier
Title: Managing Director

Schedule 1

Marks

<u>MARK</u>	<u>REGISTRATION NUMBER/APPLICATION NUMBER</u>	<u>REGISTRATION DATE/APPLICATION DATE</u>
THE PLACE FOR HEART AND HOME	5509085	07/03/18
THE HOME STORE WITH MORE	5752516	05/14/19
THE HOME STORE WITH MORE	5147250	02/21/17
STYLE FOR LESS!	2539336	02/19/02
HAY STACKS	2570774	05/21/02
HAY STACKS	2619536	09/17/02
HAY STACKS	2572796	05/28/02
HAY STACKS	2572795	05/28/02
HAY STACKS	2544071	03/05/02
ELVES AT WORK	2570773	05/21/02
ELVES AT WORK	2699175	03/25/03
ELVES AT WORK	2699174	03/25/03
ELVES AT WORK	2570772	05/21/02
ELVES AT WORK	2544070	03/05/02

<u>MARK</u>	<u>REGISTRATION NUMBER/APPLICATION NUMBER</u>	<u>REGISTRATION DATE/APPLICATION DATE</u>
OLD TIME POTTERY	2389128	09/26/00

TRADEMARK

REEL: 008045 FRAME: 0677

RECORDED: 04/18/2023