

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM863373

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CONN'S, INC.		12/18/2023	Corporation: DELAWARE
W.S. BADCOCK LLC	FORMERLY W.S. Badcock Corporation	12/18/2023	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BRF FINANCE CO., LLC		
<b>Street Address:</b>	11100 Santa Monica Blvd.		
<b>Internal Address:</b>	Suite 800		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90025		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 31</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5784971	SAYING YES SINCE 1890 CONN'S HOMEPLUS	
<b>Registration Number:</b>	5274800	YES\$ LEASE	
<b>Registration Number:</b>	5274799	YES LEASE	
<b>Registration Number:</b>	5270377	YES\$ LEASE	
<b>Registration Number:</b>	4118560	CONN'S	
<b>Registration Number:</b>	2824660	CONN'S	
<b>Registration Number:</b>	4201352	CONN'S HOME PLUS	
<b>Registration Number:</b>	4339428	YES MONEY	
<b>Registration Number:</b>	4339427	YES\$ MONEY	
<b>Registration Number:</b>	4339425	YES\$ YOU'RE APPROVED.	
<b>Registration Number:</b>	2758779	CONN'S AWARD WINNING SERVICE SINCE 1890	
<b>Registration Number:</b>	6828316	LOW PAYMENT FINDER CONN'S HOMEPLUS	
<b>Registration Number:</b>	6828315	LOW PAYMENT FINDER	
<b>Registration Number:</b>	6919734	DREAMSPOT	
<b>Registration Number:</b>	6919729	DREAMSPOT	
<b>Registration Number:</b>	6919724	DREAMSPOT	
<b>Serial Number:</b>	97610034	IMPROVEMINT FINANCIAL	

OP \$790.00 5784971

Property Type	Number	Word Mark
Registration Number:	5391119	EURO COMFORT II
Registration Number:	6409808	JUST RIGHT
Registration Number:	2421435	LEGENDS BY BADCOCK
Registration Number:	4830104	LEGENDS SIGNATURE
Registration Number:	4830105	S LEGENDS SIGNATURE
Registration Number:	6185935	STANHOPE
Registration Number:	6335677	STANHOPE QUALITY THROUGH GENERATIONS
Registration Number:	6335678	STANHOPE
Registration Number:	3867089	PROTECT·IT
Registration Number:	3935093	PROTECT-IT
Registration Number:	3030669	KIDS & MORE
Registration Number:	2808295	NEED NEW FURNITURE?
Registration Number:	2443504	BADCOCK HOME FURNITURE & MORE
Registration Number:	2359675	BADCOCK

**CORRESPONDENCE DATA**

**Fax Number:** 2122919868

*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:** (212) 558-4229

**Email:** demarcor@sullcrom.com, maken@sullcrom.com

**Correspondent Name:** Raffaele A. DeMarco

**Address Line 1:** 125 Broad Street

**Address Line 4:** New York, NEW YORK 10004-2498

**NAME OF SUBMITTER:** Raffaele DeMarco

**SIGNATURE:** /Raffaele A. DeMarco/

**DATE SIGNED:** 12/22/2023

**Total Attachments: 10**

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**MEMORANDUM AND NOTICE OF SECURITY INTEREST  
IN INTELLECTUAL PROPERTY**

December 18, 2023

CONN'S, INC., a Delaware corporation ("Conn's"), whose address is 2445 Technology Forest Blvd., Suite 800, The Woodlands, Texas 77381, and W.S. BADCOCK LLC (F/K/A W.S. BADCOCK CORPORATION), a Florida limited liability company ("WSB") (each of Conn's and WSB, a "Grantor" and collectively the "Grantors"), each hereby acknowledges that it has granted to BRF FINANCE CO., LLC, a Delaware limited liability company, as Agent, whose address is 11100 Santa Monica Blvd., Suite 800, Los Angeles, CA 90025 (the "Secured Party"), a continuing security interest in and Lien upon all of such Grantor's right, title and interest in and to all of such Grantor's Intellectual Property, including (i) the trademark registrations and applications therefor which are identified on Exhibit A attached hereto and herein incorporated by this reference owned by such Grantor (the "Trademarks"), together with the goodwill and assets of the business, to which such Trademarks are appurtenant, (ii) the copyright registrations and applications therefor which are identified on Exhibit B attached hereto and herein incorporated by this reference owned by such Grantor (the "Copyrights"), (iii) any claims against any Person for infringement of the foregoing and (iv) all cash and non-cash proceeds of the foregoing (collectively, the "IP Collateral"). Notwithstanding the foregoing, the security interest created by this Memorandum and Notice of Security Interest in Intellectual Property (this "Memorandum") shall not extend to any Excluded Collateral, including any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" (or equivalents thereof) with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law. Capitalized terms used but not otherwise defined herein shall have the same meaning as in the Security Agreement or Loan Agreement (as applicable and each as defined below).

The terms and conditions of the aforementioned security interest are contained in (a) that certain Security Agreement, dated as of December 18, 2023 (as amended from time to time, the "Security Agreement"), between Conn's, the other grantors party thereto and Secured Party and (b) that certain Term Loan and Security Agreement, dated as of December 18, 2023, among Conn Appliances, Inc., a Texas corporation, Conn Credit I, LP, a Texas limited partnership, Conn Credit Corporation, Inc., a Texas corporation, and WSB, collectively, as borrowers, Grantors, the financial institutions party thereto from time to time as lenders and BRF FINANCE CO., LLC, as agent for the lenders, as such agreement may be amended, restated, amended and restated, supplemented, modified, renewed or extended from time to time (the "Loan Agreement"). Nothing contained in this Memorandum shall be construed as a present or absolute assignment of any of the collateral nor as limiting any interest which Secured Party may have in any other collateral described in the Security Agreement, the Loan Agreement or otherwise. In the event that any provisions of this Memorandum are in conflict with the Security Agreement or the Loan Agreement, the provisions of the Security Agreement or the Loan Agreement, as applicable, shall govern. The security interest granted pursuant to this Memorandum is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement and the Loan Agreement, and Grantors hereby

acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interests in the IP Collateral made and granted hereby are more fully set forth in the Security Agreement and the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Memorandum has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and the United States Copyright Office, as applicable. The Grantors hereby authorize and request that the Commissioner for Trademarks or the Register of Copyrights, as applicable, record this Memorandum.

This Memorandum may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Memorandum by telecopy or electronic transmission shall be effective as delivery of a manually executed counterpart of this Memorandum.

**The Obligors, the Agent and the other Secured Parties acknowledge that the exercise of certain of Secured Party's rights and remedies hereunder may be subject to, and restricted by, the provisions of the ABL Intercreditor Agreement (as defined in the Loan Agreement). In the event of any conflict between the terms of the ABL Intercreditor Agreement and this Memorandum, the terms of the ABL Intercreditor Agreement shall control. Secured Party, on behalf of itself and the other Secured Parties, acknowledges and agrees that it and the other Secured Parties shall be bound by the terms and conditions of the ABL Intercreditor Agreement.**


*[Signature pages to follow.]*

IN WITNESS WHEREOF, the undersigned have duly executed this document as of the date first written above.

**CONN'S, INC.**, as Grantor  
a Delaware corporation

By:   
Name: Timothy Santo  
Title: Interim Chief Financial Officer

**W.S. BADCOCK LLC (F/K/A W.S. BADCOCK CORPORATION)**, as Grantor  
a Florida limited liability company

By:   
Name: Timothy Santo  
Title: Interim Chief Financial Officer

**BRF FINANCE CO., LLC,**  
a Delaware limited liability company,  
as Agent


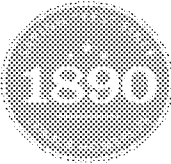


By:   
Name: Daniel Shribman  
Title: cio

EXHIBIT A  
TRADEMARKS

Conn's, Inc. Trademark Registrations:

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration No.</u>	<u>Registration Date</u>
SAYING YES SINCE 1890 CONN'S HOMEPLUS Design  	Conn's Inc.	Registered	5784971	06/25/19
YES LEASE	Conn's Inc.	Registered	5274800	08/29/17
YES LEASE	Conn's Inc.	Registered	5274799	08/29/17
YES LEASE Design  	Conn's Inc.	Registered	5270377	08/22/17
CONN'S Stylized 	Conn's Inc.	Registered	4118560	03/27/2012
CONN'S	Conn's Inc.	Registered	2824660	03/23/2004
CONN'S HOME PLUS	Conn's Inc.	Registered	4201352	09/04/2012
YES MONEY	Conn's Inc.	Registered	4339428	05/21/2013
YES MONEY	Conn's Inc.	Registered	4339427	05/21/2013





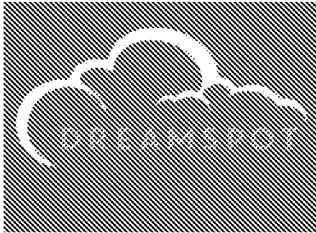


<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration No.</u>	<u>Registration Date</u>
YES YOU'RE APPROVED Design 	Conn's Inc.	Registered	4339425	05/21/2013
CONN'S AWARD WINNING SERVICE SINCE 1890 Design 	Conn's, Inc.	Registered	2758779	09/02/03
LOW PAYMENT FINDER CONN'S HOMEPLUS Design 	Conn's, Inc.	Registered	6828316	08/23/22
LOW PAYMENT FINDER Design 	Conn's, Inc.	Registered	6828315	08/23/22
DREAMSPOT Design	Conn's, Inc.	Registered	6919734	12/06/22

Exhibit A - Trademarks



<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration No.</u>	<u>Registration Date</u>
				
DREAMSPOT Design 	Conn's, Inc.	Registered	6919729	12/06/22
DREAMSPOT Design 	Conn's, Inc.	Registered	6919724	12/06/22

Conn's, Inc. Trademark Applications:

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Serial No.</u>	<u>Application Date</u>
IMPROVEMENT FINANCIAL	Conn's Inc.	Pending	97610034	09/28/2022

W.S. Badcock LLC (F/K/A W.S. Badcock Corporation) Trademark Registrations:

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration No.</u>	<u>Registration Date</u>
Euro Comfort II	W.S. Badcock LLC (f/k/a W.S. Badcock Corporation)	Registered	5,391,119	01/30/2018
Just Right	W.S. Badcock LLC (f/k/a W.S. Badcock Corporation)	Registered	6,409,808	07/06/2021

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration No.</u>	<u>Registration Date</u>
Legends by Badcock	W.S. Badcock LLC (f/k/a W.S. Badcock Corporation)	Registered	2,421,435	01/16/2001
Legends Signature (word mark)	W.S. Badcock LLC (f/k/a W.S. Badcock Corporation)	Registered	4,830,104	10/13/2015
S Legends Signature (design mark)	W.S. Badcock LLC (f/k/a W.S. Badcock Corporation)	Registered	4,830,105	10/13/2015
Stanhope (word mark)	W.S. Badcock LLC (f/k/a W.S. Badcock Corporation)	Registered	6,185,935	10/27/2020
Stanhope Quality Through Generations (design mark)	W.S. Badcock LLC (f/k/a W.S. Badcock Corporation)	Registered	6,335,677	4/27/2021
Stanhope (design mark)	W.S. Badcock LLC (f/k/a W.S. Badcock Corporation)	Registered	6,335,678	4/27/2021
Protect-it (word mark)	W.S. Badcock LLC (f/k/a W.S. Badcock Corporation)	Registered	3,867,089	10/26/2010
PROTECT-IT (Red dot design)	W.S. Badcock LLC (f/k/a W.S. Badcock Corporation)	Registered	3,935,093	3/22/2011
Kids & More	W.S. Badcock LLC (f/k/a W.S. Badcock Corporation)	Registered	3,030,669	12/13/2005
Need New Furniture?	W.S. Badcock LLC (f/k/a W.S. Badcock Corporation)	Registered	2,808,295	1/27/2004
Badcock Home Furniture & More	W.S. Badcock LLC (f/k/a)	Registered	2,443,504	4/10/2001

Exhibit A - Trademarks

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration No.</u>	<u>Registration Date</u>
	W.S. Badcock Corporation)			
Badcock	W.S. Badcock LLC (f/k/a W.S. Badcock Corporation)	Registered	2,359,675	6/20/2000

EXHIBIT B  
COPYRIGHTS

Conn's, Inc. Copyrights:

None.

W.S. Badcock LLC (F/K/A W.S. Badcock Corporation) Copyrights:

<u>Title</u>	<u>Owner</u>	<u>Status</u>	<u>Reg. No. / Reg. Date</u>
Success doesn't just happen!	W.S. Badcock LLC (f/k/a W.S. Badcock Corporation)	Registered	TX0002712079 07/21/1989

Exhibit B - Copyrights