

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Trademark Security Agreement (Senior Subordinated Debt)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fifth Third Bank		12/13/2013	Banking Corporation: OHIO
RECEIVING PARTY DATA			
Name:	JSI Store Fixtures Incorporated		
Street Address:	140 PARK STREET		
City:	MILO		
State/Country:	MAINE		
Postal Code:	04463		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3069355	PRODUCEBUDDY	
Registration Number:	2618975	BANANABED	
CORRESPONDENCE DATA			
Fax Number:	2025339099		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	202-467-8800		
Email:	jspiantanida@vorys.com, dharcher@vorys.com		
Correspondent Name:	Vorys, Sater, Seymour and Pease LLP		
Address Line 1:	P.O. Box 2255 -- IPLAW@Vorys		
Address Line 2:	Attn: Tanya Marie Curcio		
Address Line 4:	Columbus, OHIO 43216-2255		
ATTORNEY DOCKET NUMBER:	005252-958/1707/RELEASETM		
NAME OF SUBMITTER:	Tanya Marie Curcio		
Signature:	/tanya marie curcio/		

CH \$65.00 3069355

Date:

12/23/2013

Total Attachments: 3

source=Release of Trademark Security Agreement#page1.tif

source=Release of Trademark Security Agreement#page2.tif

source=Release of Trademark Security Agreement#page3.tif

RELEASE OF TRADEMARK SECURITY AGREEMENT
(Senior Subordinated Debt)

THIS RELEASE OF TRADEMARK SECURITY AGREEMENT ("Release"), dated as of December 13, 2013 is made by FIFTH THIRD BANK, an Ohio banking corporation ("Lender"), solely through its Mezzanine Finance Group ("Secured Party").

WHEREAS, Lender and JSI STORE FIXTURES INCORPORATED, a Delaware corporation ("Debtor"), are parties to that certain Trademark Security Agreement, dated as of December 7, 2012 (the "Agreement"), which was recorded with The United States Patent and Trademark Office on December 17, 2012 in its records at Reel 4920, Frame 0312; capitalized terms used but not defined herein will have the meaning given to them in the Agreement;

WHEREAS, Lender, through its Structured Finance Group ("Senior Secured Party"), and Debtor are parties to that certain Trademark Security Agreement, dated as of December 7, 2012 (the "Senior Agreement"), which was recorded with The United States Patent and Trademark Office on December 17, 2012 in its records at Reel 4919, Frame 0654;

WHEREAS, the Agreement granted to Secured Party a continuing security interest in and to, and Lien on, all of Debtor's right, title and interest in, to and under the Trademark Collateral, including, without limitation, (a) all of Debtor's now or in the future owned or existing trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications (exclusive, for purposes only of the Agreement, of any Intent to Use Applications as defined therein), including each mark, registration, and application listed on Schedule I attached hereto and made a part hereof (the property in this item (a) being collectively, the "Trademarks"); (b) all renewals of each of the Trademarks; (c) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all of the Trademarks, including damages and payments for past or future infringements of any and all of the Trademarks; (d) all rights to sue for past, present and future infringements of any and all of the Trademarks; (e) all rights corresponding to any and all of the Trademarks throughout the world; (f) all rights of Debtor as licensor or licensee under, and with respect to, trademarks, service marks, trade names, and trademark registrations and service mark registrations and applications, including the licenses listed on Schedule I and the Trademark Licenses By Debtor (as defined in Section 4 of the Agreement)) (Debtor's rights as licensor or licensee sometimes referred to in this Agreement collectively as "Trademark License Rights"); and (g) together in each case with the goodwill of Debtor's business connected with the use of, and symbolized by, the foregoing; and

WHEREAS, Secured Party desires to release its rights and security interests in the Trademark Collateral solely as granted under the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Secured Party hereby fully and finally releases and terminates its security interest in, Liens on, and all other rights in, to and under the Trademark Collateral granted under the Agreement; *provided*, however, that nothing in this Release shall be construed as terminating, releasing, decreasing, diminishing, or in any other way altering any Lien or security interest for the benefit of the Senior Secured Party under the Senior Agreement.

{Signature Page Follows}

IN WITNESS WHEREOF, Lender has caused this Release of Trademark Security Agreement to be duly executed as of the day and year first above written.

FIFTH THIRD BANK

By: [Signature]
David J. Williams, Senior Vice President

STATE OF Ohio)
COUNTY OF Hamilton) SS:

6 The foregoing Release of Trademark Security Agreement was acknowledged before me on this 6 day of December, 2013 by David J. Williams, a Senior Vice President of Fifth Third Bank, an Ohio banking corporation, on behalf of such corporation.

[Signature]
Notary Public

My commission expires:



TRACEY BROOKS
Notary Public, State of Ohio
My Commission Expires
January 19, 2017

SCHEDULE I

TRADEMARKS AND LICENSES

U.S. Federally-Registered Trademarks

Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
PRODUCEBUDDY	78/459,662	07-30-2004	3,069,355	03-14-2006
BANANABED	76/322,016	10/09/2001	2,618,975	09-10-2002

Common-law Trade Names and Trademarks

JSI
BerryRiser
StepRiser
FoamBasket
FoamPad
FillerBlock

Trademark Licenses

None.

Restrictions

None.