

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM299127

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Specialty Retailers, Inc.		03/07/2014	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Specialty Retailers (TX) LLC		
Street Address:	5 Revere Drive		
Internal Address:	Suite 206		
City:	Northbrook		
State/Country:	ILLINOIS		
Postal Code:	60062		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4311456	STEELE'S	
Registration Number:	4275502	STEELE'S	
Registration Number:	4393893	REAL STYLE. REAL DEALS.	
CORRESPONDENCE DATA			
Fax Number:	3123468434		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3124767558		
Email:	mefdocket@llegal.com		
Correspondent Name:	Marc E. Fineman		
Address Line 1:	2 N. LaSalle St.		
Address Line 2:	Suite 1300		
Address Line 4:	Chicago, ILLINOIS 60602		
ATTORNEY DOCKET NUMBER:	40000-96991		
NAME OF SUBMITTER:	Marc E. Fineman		
SIGNATURE:	/Marc E. Fineman/		
DATE SIGNED:	03/25/2014		
Total Attachments: 9			
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ASSIGNMENT OF INTELLECTUAL PROPERTY AND THIRD PARTY NDAs

This Assignment of Intellectual Property and Third Party NDAs (this "*Assignment*") is entered into by and between Specialty Retailers, Inc., a Texas corporation ("*Assignor*"), and Specialty Retailers (TX) LLC, a Texas limited liability company ("*Assignee*").

RECITALS

A. The parties entered into that certain Purchase and Sale Agreement dated March 5, 2014 (the "*Purchase Agreement*"), pursuant to which Assignor agreed to assign and transfer the Company Intellectual Property and the Third Party NDAs to Assignee. Capitalized terms not otherwise defined in this Assignment shall have the meaning set forth in the Purchase Agreement.

B. Pursuant to Sections 4.17(a) of the Purchase Agreement, Assignor has agreed to execute and deliver this Assignment to facilitate the assignment and transfer of Assignor's Intellectual Property Rights to Assignee.

C. Pursuant to Section 6.8 of the Purchase Agreement, Assignor has agreed to execute and deliver this Assignment to facilitate the assignment and transfer of all rights of Assignor under the Third Party NDAs to Assignee.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

Section I. Assignment of Company Intellectual Property. Assignor hereby transfers, assigns, conveys and delivers to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the following:

- i. all licenses with any Third Party, described in Schedule I attached hereto, in connection with any of the Intellectual Property Rights, or such Third Party's intellectual property, whether the Assignor is a licensor or licensee under any such license, subject in each case to the terms of such licenses including without limitation terms requiring consent to transfer the Assignor's rights under such license; and
- ii. all intellectual property rights described in Schedule I attached hereto, including both statutory and common law rights, as applicable: (a) copyrights; (b) trademarks, service marks, trade names, slogans, domain names, logos, and trade dress, and the goodwill of the business symbolized thereby, and registrations and applications for registrations thereof; (c) patents and patent applications (including all reissues, divisions, continuations, continuations-in-part, renewals and extensions of the foregoing); (d) trade secrets and confidential information, including ideas, designs, concepts, compilations of information, methods, techniques, procedures, processes and other know-how, whether or not patentable; (e) registrations for any of the foregoing; and (f) any other rights, licenses, liens, security interests, charges, encumbrances, equities, and other claims that any Person may have to claim ownership, authorship or invention, to use, to object to or prevent the modification of,

to withdraw from circulation, or control the publication or distribution of any of the foregoing.

In the event that any Intellectual Property transferred under the Purchase Agreement is not listed on Schedule I hereto, Assignor agrees to execute a supplemental assignment listing such Intellectual Property, as Assignee may reasonably request from time to time.

Section 2. **Assignment of Third Party NDAs.** Assignor hereby transfers, assigns, conveys and delivers to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to each Third Party NDA described in Schedule II attached hereto. In the event that any Third Party NDAs transferred under the Purchase Agreement are not listed on Schedule II hereto, Assignor agrees to execute a supplemental assignment listing such Third Party NDAs, as Assignee may reasonably request from time to time.

Section 3. **Further Acts.** Assignor hereby covenants and agrees to do or cause to be done all further acts and things deemed necessary or desirable by Assignee, at Assignee's reasonable request, to enable Assignee to obtain, sustain, enforce and enjoy to the fullest extent all rights, title and interest herein conveyed in any country. Such cooperation by Assignor shall include production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent reasonably necessary (a) for perfecting in Assignee the rights, title and interest herein conveyed; and (b) for legal proceedings involving the Intellectual Property Rights in infringement actions and court actions; provided, however, that all expenses incurred in connection with such filings and proceedings shall be paid for by Assignee. In the event that Assignee is unable for any reason to secure Assignor's signature to any document required to apply for or execute any applications, registrations, improvements, renewals, extensions, divisions or continuations in part thereof, or other memorial of the assignments hereunder, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney in fact to act for and in their behalf, and instead of Assignor, to execute and file any such applications and to do all other lawfully permitted acts to further the perfection, prosecution, issuance, vesting, protection, and enforcement of Intellectual Property Rights or other rights therein with the same legal force and effect as if executed by Assignor. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

Section 4. **Warranty.** Assignor represents and warrants that:

- i. **Ownership.** Assignor owns all right, title and interest to the Company Intellectual Property, free and clear of all encumbrances, liens, restrictions or claims;
- ii. **Validity.** To the Assignor's Knowledge, the Company Intellectual Property is valid and enforceable;
- iii. **No Third Party Conflicts.** Assignor or its predecessors have not entered into any exclusive or non-exclusive agreements relating to the Company Intellectual Property with any Person, and the Company Intellectual Property does not infringe, violate or misappropriate the rights of any Third Party;
- iv. **No Third Party Infringement.** To the Assignor's Knowledge, there is no unauthorized use, disclosure, infringement or misappropriation of any of the Company Intellectual Property by any Third Party, and the Company Intellectual Property is not subject to any license, release, covenant not to sue, or non-assertion

assurance to any Person or entity with respect to any part of the Company Intellectual Property; and

- v. **No Claim against Assignor.** No written claim of infringement of the Company Intellectual Property has been made by a Third Party and no claim of infringement of the Company Intellectual Property has been threatened by any Third Party and there is no basis for such a claim.

Section 5. **Governing Law.** The terms, conditions and other provisions of this Assignment and any documents or instruments delivered in connection with it shall be governed and construed according to the internal laws of the State of Texas (other than the choice of law rules thereof) except as to matters of law concerning the internal corporate affairs of any corporate entity which is a party to or the subject of this Assignment, and as to those matters, the jurisdiction under which such entity derives its powers shall govern.

Section 6. **Counterparts.** This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. All facsimile or electronic copies hereof or signatures hereon shall, for all purposes, be deemed originals.

Section 7. **Conflict.** Nothing in this Assignment supercedes, expands or extinguishes any of the obligations, agreements, covenants, representations or warranties or Assignor or Assignee contained in the Purchase Agreement and the schedules and exhibits thereto. If any conflict arises or exists between this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall control.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Assignment of Intellectual Property and Third Party NDAs on the date first above written.

ASSIGNOR:

Specialty Retailers, Inc.

By: _____
Name: Oded Shein,
Title: EVP, Chief Financial Officer

ASSIGNEE:

Specialty Retailers (TX) LLC

By: Steele's & Deals, LLC, its sole member

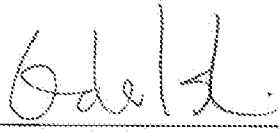
By: Hilco Merchant Resources, LLC,
its Managing Member

By: _____
Name: Ian S. Fredericks
Title: VP, Assistant General Counsel,
Managing Member

IN WITNESS WHEREOF, the parties have executed this Assignment of Intellectual Property and Third Party NDAs on the date first above written.

ASSIGNOR:

Specialty Retailers, Inc.

By: 
Name: Oded Shein,
Title: EVP, Chief Financial Officer

ASSIGNEE:

Specialty Retailers (TX) LLC

By: Steele's & Deals, LLC, its sole member

By: Hilco Merchant Resources, LLC,
its Managing Member

By: _____
Name: Ian S. Fredericks
Title: VP, Assistant General Counsel,
Managing Member

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TRADEMARK
REEL: 005243 FRAME: 0259

STATE OF Texas §

COUNTY OF Harris §

The foregoing instrument was acknowledged before me on March 7, 2014, by Oded Shein, as EVP, Chief Financial Officer of Specialty Retailers, Inc., a Texas corporation, on behalf of said corporation.

My Commission Expires: 06-16-2016

Annette Hollingsworth
Notary Public in and for the
State of Texas



(Seal)

STATE OF _____ §

COUNTY OF _____ §

The foregoing instrument was acknowledged before me on _____, 2014, by _____, as _____ of Hilco Merchant Resources, LLC, a Delaware limited liability company, on behalf of said company.

My Commission Expires: _____

Notary Public in and for the
State of _____

(Seal)

STATE OF _____

§
§
§

COUNTY OF _____

The foregoing instrument was acknowledged before me on _____, 2014, by Oded Shein, as EVP, Chief Financial Officer of Specialty Retailers, Inc., a Texas corporation, on behalf of said corporation.

My Commission Expires: _____

Notary Public in and for the
State of _____

(Seal)

STATE OF ILLINOIS

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COUNTY OF COOK

The foregoing instrument was acknowledged before me on March 6, 2014, by Ian S. Fredericks, as VP & ASSISTANT GENERAL, of Hilco Merchant Resources, LLC, a Delaware limited liability company, on behalf of said company. Counsel, Managing Member

My Commission Expires: _____

AUG 26, 2017

S. Meluch

Notary Public in and for the
State of IL

(Seal)



Schedule I

Assigned Intellectual Property

STEELE'S

Reg. No. 4,311,456; Registered April 2, 2013

STEELE'S

(stylized)

Reg. No. 4,275,502; Registered January 15, 2013

See attached for additional information.

REAL STYLE. REAL DEALS.

Reg. No. 4,393,893; Registered August 27, 2013

Schedule II

Assigned Third Party NDAs

None

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