

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM429527

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL
<b>RESUBMIT DOCUMENT ID:</b>	900406622

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cortland Capital Market Services LLC		05/18/2017	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	P & L Development, LLC
<b>Street Address:</b>	609-2 Cantiague Rock Road
<b>City:</b>	Westbury
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	11590
<b>Entity Type:</b>	Limited Liability Company: DELAWARE
<b>Name:</b>	P & L Development Holdings, LLC
<b>Street Address:</b>	609-2 Cantiague Rock Road
<b>City:</b>	Westbury
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	11590
<b>Entity Type:</b>	Limited Liability Company: DELAWARE
<b>Name:</b>	Aaron Holding, LLC
<b>Street Address:</b>	609-2 Cantiague Rock Road
<b>City:</b>	Westbury
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	11590
<b>Entity Type:</b>	Limited Liability Company: DELAWARE
<b>Name:</b>	Aaron Industries, LLC
<b>Street Address:</b>	609-2 Cantiague Rock Road
<b>City:</b>	Westbury
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	11590
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 13

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2158098	OUR SPECIAL VALUE
Registration Number:	4239573	PLD
Registration Number:	4215781	PLDEVELOPMENTS
Registration Number:	4215779	PUT OUR QUALITY AND TRUST BEHIND YOUR BR
Registration Number:	4215780	PLDEVELOPMENTS
Registration Number:	4547768	READY INCASE
Registration Number:	4547767	READY IN CASE
Registration Number:	4626399	HEARTBURN RELIEF 24 HOUR
Registration Number:	4456896	PUT OUR QUALITY AND SERVICE BEHIND YOUR
Registration Number:	2044940	ISO-BLU
Registration Number:	1762389	AARON BRANDS LABORATORY TESTED QUALITY G
Registration Number:	4265632	AH AARONHEALTH KIDS
Registration Number:	4265631	AH AARONHEALTH

**CORRESPONDENCE DATA**

**Fax Number:** 2125935955

*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:** 212-756-2132

**Email:** scott.kareff@srz.com

**Correspondent Name:** S. Kareff c/o Schulte Roth & Zabel LLP

**Address Line 1:** 919 Third Avenue

**Address Line 2:** 19th Floor

**Address Line 4:** New York, NEW YORK 10022

<b>ATTORNEY DOCKET NUMBER:</b>	077341-0025
<b>NAME OF SUBMITTER:</b>	Scott Kareff (077341-0025)
<b>SIGNATURE:</b>	/kc for sk/
<b>DATE SIGNED:</b>	06/01/2017

**Total Attachments: 4**

source=KKR-PL - IP Release (Executed) (2)#page1.tif

source=KKR-PL - IP Release (Executed) (2)#page2.tif

source=KKR-PL - IP Release (Executed) (2)#page3.tif

source=KKR-PL - IP Release (Executed) (2)#page4.tif

**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN INTELLECTUAL PROPERTY COLLATERAL**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL** (this “**Release**”), dated as of May 18, 2017, is made by CORTLAND CAPITAL MARKET SERVICES LLC, in its capacity as administrative agent (the “**Grantee**”), in favor of P&L DEVELOPMENT, LLC (“**P&L**”), P&L DEVELOPMENT HOLDINGS, LLC (“**Holdings**”), AARON HOLDING, LLC (“**Aaron Holding**”) and AARON INDUSTRIES, LLC, (“**Aaron Industries**” and together with P&L, Holdings and Aaron Holding, each individually, a “**Grantor**” and collectively, the “**Grantors**”). Unless expressly stated otherwise, terms used in this Release and not herein defined shall have the meanings set forth in the Term Loan Agreement (as defined below).

**WHEREAS**, in connection with that certain Term Loan and Security Agreement, dated as of May 1, 2015, among Grantors, Grantee and the lender parties thereto (the “**Lenders**”) (including all annexes, exhibits and schedules thereto, and as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the “**Term Loan Agreement**”), the Lenders have extended certain loans and other financial accommodations to the Grantors pursuant to the terms of the Term Loan Agreement and various documents, instruments, guaranties and agreements delivered contemporaneously in connection therewith (all of the foregoing, together with the Intellectual Property Security Agreement and the Term Loan Agreement, as the same may now exist or may hereafter be amended, modified, restated, renewed, extended or supplemented, are collectively referred to herein as the “**Loan Documents**”); and

**WHEREAS**, under the terms of the Loan Documents, each Grantor has granted to Grantee for the benefit of the Secured Parties a security interest in, among other property, the intellectual property of such Grantor; and

**WHEREAS**, in connection with the Term Loan Agreement and pursuant to that certain agreement described on Annex I attached hereto (the “**IP Security Agreement**”), the Grantor granted to the Grantee, among other collateral as set forth therein, security interests in the intellectual property owned by Grantor, including those listed on Annex I attached hereto and the Trademarks (as defined in the IP Security Agreement recorded at Reel 5509, Frame 0120, the “**Intellectual Property Collateral**”); and

**WHEREAS**, the IP Security Agreement was recorded in the United States Patent and Trademark Office (the “**USPTO**”) on the dates and on the reel and frame numbers or volume and document numbers set forth on Annex I hereto.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantee, for itself and as agent for the Lenders, hereby:

- (i) terminates, releases and discharges the IP Security Agreement listed on Annex I hereto, and any other agreement under which the Grantor has granted a collateral mortgage, pledge, hypothecation, grant, assignment, Lien, or security interest in, to, and under any Intellectual Property Collateral;

- (ii) cancels, discharges and releases the mortgage, pledge, and hypothecation and Lien on the security interest in, all of its right, title, and interest in, to, and under the Intellectual Property Collateral listed on Annex I, whether granted pursuant to the IP Security Agreement or any other agreement or document delivered in connection with the Term Loan Agreement or otherwise;
- (iii) the Grantee hereby reassigns, transfers and conveys any and all such right, title and interest (if any) that the Grantee may have in, to and under the Intellectual Property Collateral to the Grantor; and
- (iv) authorized the recordation of this Release with the USPTO by the Grantor or the Grantor's designee.

The Grantee agrees, at Grantor's expense, to cooperate with Grantor and to provide Grantor with the information and additional authorization reasonably required or desirable to effect this Release.

This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the Grantee has executed this Release as of the date first above written.

GRANTEE:

CORTLAND CAPITAL MARKET SERVICES  
LLC, as Agent for the Lenders

By:   
Name: Emily Ergang Pappas  
Title: Associate Counsel

**ANNEX I**

Intellectual Property Security Agreement dated as of May 1, 2015 and filed with the United States Patent and Trademark Office on May 4, 2015 at Reel 5509, Frame 0120.

**Trademarks**

<b>Mark</b>	<b>Country</b>	<b>Owner<sup>1</sup></b>	<b>Federal Registration No.</b>	<b>Registration Date</b>
Our Special Value	USA	P&L Development, LLC	2158098	05/19/1998
PLD	USA	P&L Development, LLC	4239573	02/27/2012
PLDEVELOPMENTS	USA	P&L Development, LLC	4215781	02/27/2012
Put our quality and trust behind your brand	USA	P&L Development, LLC	4215779	02/27/2012
PLDEVELOPMENTS (design)	USA	P&L Development, LLC	4215780	01/27/2012
READYINCASE	USA	P&L Development, LLC	4547768	06/10/2014
READY IN CASE	USA	P&L Development, LLC	4547767	06/10/2014
HEARTBURN RELIEF 24	USA	P&L Development, LLC	4626399	10/21/2014
PUT OUR QUALITY AND SERVICE BEHIND YOUR BRAND	USA	P&L Development, LLC	4456896	12/31/2013
READY INCASE	USA	P&L Development, LLC	Not Registered	NA
ELEC'TRIC	USA	P&L Development, LLC	Not Registered	NA
FOLICAL	USA	P&L Development, LLC	Not Registered	NA
ISO-BLU	USA	Aaron Industries, LLC	2044940	03/17/1997
Aaron Brands Laboratory Tested Quality Guaranteed (Logo)	USA	Aaron Industries, LLC	1762389	04/06/1993
AH Aaronhealth Kids (Logo)	USA	Aaron Industries, LLC	4265632	12/25/2012
AH Aaronhealth (Logo)	USA	Aaron Industries, LLC	4265631	12/25/2012

<sup>1</sup> For each of the trademarks reflected on this chart as owned by P&L Developments, LLC, the current owner on record with the USPTO is the predecessor P&L Development of New York Corporation. The Company filed name change updates with the USPTO on April 29, 2015 to reflect P&L Development, LLC as the record owner of such marks. For each of the trademarks reflected on this chart as owned by Aaron Industries, LLC, the current owner on record with the USPTO is "Aaron Industries, Inc." The Company filed name change updates with the USPTO on April 29, 2015 to reflect Aaron Industries, LLC as the record owner of such marks.