

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM690885

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		11/22/2021	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	W.S. Badcock Corporation		
Street Address:	200 NORTH PHOSPHATE BLVD.		
City:	MULBERRY		
State/Country:	FLORIDA		
Postal Code:	33860		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	2359675	BADCOCK	
Registration Number:	2421435	LEGENDS BY BADCOCK	
Registration Number:	2443504	BADCOCK HOME FURNITURE & MORE	
Registration Number:	2808295	NEED NEW FURNITURE?	
Registration Number:	3030669	KIDS & MORE	
Registration Number:	5391119	EURO COMFORT II	
Registration Number:	3867089	PROTECT·IT	
Registration Number:	3935093	PROTECT-IT	
Registration Number:	4067725	PROTECT·IT	
Registration Number:	4830104	LEGENDS SIGNATURE	
Registration Number:	4830105	S LEGENDS SIGNATURE	
CORRESPONDENCE DATA			
Fax Number:	8132270498		
<i>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.</i>			
Phone:	813-227-7401		
Email:	mmason@trenam.com		
Correspondent Name:	Monica B. Mason, Esq.		
Address Line 1:	101 E. Kennedy Blvd.		

CH \$290.00 2359675

Address Line 2: Suite 2700
Address Line 4: Tampa, FLORIDA 33602

ATTORNEY DOCKET NUMBER: 212341

NAME OF SUBMITTER: Monica B. Mason, Esq.

SIGNATURE: /monica b. mason/

DATE SIGNED: 11/29/2021

Total Attachments: 5

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RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST (“**Release**”) is made and effective as of the 22nd day of November, 2021, and granted by JPMORGAN CHASE BANK, N.A., a National Association (the “**Collateral Agent**”), as collateral agent for the secured parties under the Loan Agreement referred to below (the “**Secured Parties**”), in favor of W.S. BADCOCK CORPORATION, a Florida corporation (“**Grantor**”) and their successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Credit Agreement dated as of June 26, 2018 (the “**Loan Agreement**”) among the Borrowers (as defined therein), the other Loan Parties (as defined therein), the Collateral Agent and the lenders party thereto, the Grantor executed and delivered to the Collateral Agent (i) that certain Pledge and Security Agreement dated as of June 26, 2018, by, between the Grantor and the Collateral Agent (the “**Master Security Agreement**”) and (ii) that certain Trademark Security Agreement by, between the Grantor and the Collateral Agent dated as of June 26, 2018 (the “**Trademark Security Agreement**” and, together with the Master Security Agreement, the “**Security Agreements**”);

WHEREAS, pursuant to the Security Agreements, the Grantor pledged and granted to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel No. 6365, Frame No. 0293, on June 27, 2018; and

WHEREAS, the Grantor has requested that the Collateral Agent enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Collateral Agent and the Secured Parties may have in the Trademark Collateral pursuant to the Security Agreements.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent hereby states as follows:

1. Release of Security Interest. Collateral Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, hereby terminates the Trademark Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreements in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under the following (collectively, the “**Trademark Collateral**”):

(a) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, whether registered or unregistered, including the trademark registrations and applications set forth in Schedule I hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof (“**Trademarks**”);

(b) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all license and other agreements in which the Grantor has granted or are granted a license or other right to use any Trademarks, including the agreements set forth in Schedule I hereto;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Further Assurances. Collateral Agent agrees, at the Grantor's expense, to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

3. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Collateral Agent and Grantors have caused this Release to be duly executed and delivered by their officers thereunto duly authorized as of the date first above written.

JPMORGAN CHASE BANK, N.A.
as Collateral Agent

By: 

Name: Michelle C. Aurelius

Title: Authorized Officer

Address for Notices:

450 S Orange Ave. 10th Floor

Orlando, FL 32801

W.S. BADCOCK CORPORATION
as Grantor

Robert B. Burnette
By: 6024F3CD3470281813682FAD10307946 contractworks
Robert B. Burnette, President

Address for Notices:

7355 Millbrook Oaks Dr.

Lakeland, FL 33813

SCHEDULE 1 TRADEMARKS

1. REGISTERED TRADEMARKS

Mark	Registration Number	Registration Date
Budrock	2,339,875	08/20/2009
Legends by Budrock	2,421,435	01/15/2011
Budrock Home Furniture & more used new furniture?	2,443,394	04/10/2011
Kids & more	2,858,295	01/27/2014
Kids & more	3,050,669	12/13/2010
FastComfort II	3,291,119	7/30/2018
Protect'it (round table)	3,867,088	10/26/2010
Protect'it (red dot design)	3,935,095	03/22/2011
Protect'it (red letter design)	4,047,723	12/08/2011
Legends Signature	4,830,164	9/23/2014
S 2 Legends Signature	4,830,185	9/23/2014

2. TRADEMARK APPLICATIONS

None.

3. TRADEMARK LICENSES

None.