

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM862288

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.		12/18/2023	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	W.S. BADCOCK LLC (F/K/A W.S. BADCOCK CORPORATION)		
Street Address:	200 North Phosphate Blvd		
City:	Mulberry		
State/Country:	FLORIDA		
Postal Code:	33860		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 15			
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:	4067725	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:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-728-8000
Email: ipdept@willkie.com
Correspondent Name: Matthew S. Makover
Address Line 1: 787 Seventh Avenue
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	126081-00047
NAME OF SUBMITTER:	Matthew S. Makover
SIGNATURE:	/Matthew S. Makover/
DATE SIGNED:	12/19/2023

Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of December 18, 2023 (the “Effective Date”), is made by JPMORGAN CHASE BANK, N.A., in its capacity as collateral agent (the “Collateral Agent”, in favor of W.S. BADCOCK LLC (F/K/A W.S. BADCOCK CORPORATION), a Florida limited liability company (the “Grantor”).

WHEREAS, pursuant to (a) that certain First Lien Credit Agreement, dated as of March 10, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among FRANCHISE GROUP, INC., a Delaware corporation (“Lead Borrower”), VALOR ACQUISITION, LLC, a Delaware limited liability company (“Valor”), FRANCHISE GROUP NEWCO INTERMEDIATE AF, LLC, a Delaware limited liability company (“NewCo AF”), FRANCHISE GROUP NEWCO PSP, LLC, a Delaware limited liability company (“FG Newco PSP”, and together with Lead Borrower, Valor and NewCo AF individually and collectively, the “Borrowers”), the Lenders (as defined in the Credit Agreement) from time to time party thereto and JPMORGAN CHASE BANK, N.A., as the administrative agent, and the Collateral Agent, and (b) that certain First Lien Collateral Agreement, dated as of November 22, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) between the Grantor and Collateral Agent, the Grantor, as an Affiliate of the Lead Borrower, granted to the Collateral Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Collateral Agreement, the Grantor executed and delivered to the Collateral Agent a Third Lien Trademark Security Agreement, dated as of November 22, 2021 (the “First Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, pursuant to that certain Third Amended and Restated Loan and Security Agreement, dated as of March 10, 2021 among the Borrowers, certain Subsidiaries (as defined in the Loan Agreement) of each of the Borrowers, the other Loan Parties (as defined in the Loan agreement) from time to time party thereto, the Lenders (as defined in the Loan Agreement) from time to time party thereto, the Lenders (as defined in the Loan Agreement) from time to time party thereto and JPMORGAN CHASE BANK, N.A., as the agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), the Grantor granted to the Collateral Agent, in its capacity as agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Loan Agreement, the Grantor executed and delivered to the Collateral Agent a Trademark Security Agreement, dated as of August 22, 2022 (the “Second Trademark Security Agreement”, and together with the First Trademark Security Agreement, the “Trademark Security Agreements”) for recordal with the United States Patent and Trademark Office;

WHEREAS, (i) the First Trademark Security Agreement was recorded with the United States Patent and Trademark Office on November 23, 2021 at Reel/Frame 007503/0202, and (ii) the Second Trademark Security Agreement was recorded with the United States Patent and Trademark Office on August 22, 2022 at Reel/Frame 007828/0874;

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

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Collateral Agreement, Loan Agreement, or the Trademark Security Agreements, as applicable.

2. Release. The Collateral Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels, in its entirety, for the benefit of the Grantor, and its successors and assigns, all of Collateral Agent's security interest in and to all of its right, title and interest in, to and under all of the following Collateral of the Grantor (collectively, the "Trademark Collateral"):

(a) the United States Trademark registrations and Trademark applications listed on Schedule A attached hereto,

(b) all of the goodwill of Grantor's business connected with the use of and symbolized by such Trademarks,

(c) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof,

(d) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and

(e) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

3. Termination. The Collateral Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels the Trademark Security Agreements.

4. Further Assurances. The Collateral Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Recordation. The Collateral Agent authorizes and requests that the Commissioner of Trademarks and any other applicable government officer record this Release.

6. Execution in Counterparts. This Release may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

7. Governing Law. THIS RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

[Signature Page Follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**JPMORGAN CHASE BANK, N.A., acting in
its capacity as Collateral Agent**

DocuSigned by:

By: Alexandra Mills

Name: Alexandra Mills

Title: Executive Director

Schedule A

Reel/Frame 007503/0202

RELEASE OF SECURITY INTEREST IN TRADEMARKS

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

Registered Trademarks:

Trademark	Application Number	Application Date	Registration Number	Registration Date	Owner Name
Euro Comfort II	87,509,257	June 28, 2017	5,391,119	January 30, 2018	W.S. Badcock Corporation
Just Right	90,255,728	October 14, 2020	6,409,808	July 6, 2021	W.S. Badcock Corporation
Legends by Badcock	75,924,900	February 21, 2000	2,421,435	January 16, 2001	W.S. Badcock Corporation
Legends Signature (word mark)	86,403,408	September 23, 2014	4,830,104	October 13, 2015	W. S. Badcock Corporation
S Legends Signature (design mark)	86,403,417	September 23, 2014	4,830,105	October 13, 2015	W. S. Badcock Corporation
Stanhope (word mark)	88,360,899	March 28, 2019	6,185,935	October 27, 2020	W.S. Badcock Corporation
Stanhope Quality Through Generations (design mark)	88,360,822	March 28, 2019	6,335,677	April 27, 2021	W.S. Badcock Corporation
Stanhope (design mark)	88,360,845	March 28, 2019	6,335,678	April 27, 2021	W.S. Badcock Corporation
Protect-it (word mark)	77,962,154	March 18, 2010	3,867,089	October 26, 2010	W.S. Badcock Corporation
PROTECT-IT (Red letter design)	77,790,884	July 28, 2009	4,067,725	December 6, 2011	W.S. Badcock Corporation
PROTECT-IT (Red dot design)	77,779,642	July 13, 2009	3,935,093	March 22, 2011	W.S. Badcock Corporation
Kids & More	78,442,048	June 28, 2004	3,030,669	December 13, 2005	W. S. Badcock Corporation
Need New Furniture?	76,496,344	March 10, 2003	2,808,295	January 27, 2004	W.S. Badcock Corporation
Badcock Home Furniture & More	75,838,339	November 2, 1999	2,443,504	April 10, 2001	W. S. Badcock Corporation
Badcock	75,624,738	January 20, 1999	2,359,675	June 20, 2000	W. S. Badcock Corporation

Trademarks Applications:

None.

Reel/Frame 007828/0874

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Trademarks Applications:

None.