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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM425310

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Antares Capital LP, as First Lien Agent and as successor in interest to General Electric Capital Corporation		04/26/2017	Corporation:

RECEIVING PARTY DATA

Jimco Lamp & Manufacturing Company		
12303 Technology Blvd		
Suite 950		
Austin		
TEXAS		
78727		
Corporation: OHIO		

PROPERTY NUMBERS Total: 15

3	.555723 .291361	LIVE BEACHY.
Registration Number: 42	201261	
	291301	BELLE MAISON BEAUTIFUL HOME BIENVENUE AN
Registration Number: 39	911714	LIVE COZY
Registration Number: 38	861657	SLEEP OVER
Registration Number: 3	723705	BLANKCOAT
Registration Number: 36	606481	WINDO
Registration Number: 33	360163	THRO HOME
Registration Number: 30	021571	MARLO LORENZ
Registration Number: 25	581486	THRO
Serial Number: 86	6186382	CAPE HOME COLLECTION
Serial Number: 86	6186447	CITY CHIC
Registration Number: 5	156514	DECOR THERAPY
Registration Number: 5	156523	DECOR THERAPY
Serial Number: 86	6186391	GLOBAL EXPRESSION
Registration Number: 48	827826	WILLOW BROOK LANE

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900403920

CORRESPONDENCE DATA

Fax Number:

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.

Email: astark@paulweiss.com, aspoto@paulweiss.com,

dewilliams@paulweiss.com

Correspondent Name: Alexander Stark

Address Line 1: Paul Weiss Rifkind Wharton & Garrison LLP

Address Line 2: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	11191-292
NAME OF SUBMITTER:	Alexander Stark
SIGNATURE:	/Alexander Stark/
DATE SIGNED:	04/27/2017

Total Attachments: 4

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NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS

This NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), effective as of April 26, 2017 is made by Antares Capital LP, in its capacity as First Lien Agent (referred to herein as the "Agent") and as successor in interest to General Electric Capital Corporation ("GECC"), in favor of Jimco Lamp & Manufacturing Company, an Ohio corporation (the "Company"), pursuant to that certain Guaranty and Security Agreement, dated as of August 15, 2014 (as such agreement may have been amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Guaranty and Security Agreement"), among the Company, the Agent and other parties thereto.

$\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$:

WHEREAS, in connection with the Guaranty and Security Agreement, the Company executed and delivered the First Lien Trademark Security Agreement, dated as of August 15, 2014, which was recorded with the United States Patent and Trademark Office (the "<u>USPTO</u>") on August 18, 2014, at Reel/Frame No. 5347/0403 (the "<u>Trademark Security Agreement</u>" and together with the Guaranty and Security Agreement, the "<u>Security Agreements</u>");

WHEREAS, pursuant to the Security Agreements, the Company mortgaged, pledged and hypothecated to GECC for the benefit of the Secured Parties, and granted to GECC a Lien on and security interest in all of its right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement), including, without limitation, those referred to on Schedule A attached hereto, together with the goodwill of the business symbolized thereby;

WHEREAS, pursuant to that certain Assignment of Intellectual Property Security Agreement, dated as of August 21, 2015 between GECC and the Agent (the "Assignment"), GECC assigned to the Agent its Lien on and security interest in all of its right, title and interest in, to and under the Trademark Collateral, including, without limitation, those referred to on Schedule A attached hereto;

WHEREAS, the Assignment was recorded with the USPTO on September 23, 2015 at Reel/Frame No. 5628/0887, in favor of the Agent; and

WHEREAS, the Agent desires to release its Lien on and security interest in the Trademark Collateral and has duly authorized the execution, delivery and performance of this Release.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Agent agrees, for the benefit of the Company, as follows:

SECTION 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreements (it being understood

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that, in the event of any conflict, such terms shall have the meanings provided or provided by reference in the Guaranty and Security Agreement).

- SECTION 2. <u>Release of Security Interest</u>. The Agent does hereby release, relinquish and discharge its Lien on and security interest in, and right of setoff against, the Trademark Collateral, and hereby reassigns to the Company, any right, title, or interest it may have in the Trademark Collateral.
- SECTION 3. <u>Termination</u>. The Agent, without any recourse, representation or warranty, hereby terminates and cancels the Trademark Security Agreement.
- SECTION 4. <u>Further Assurances</u>. The Agent hereby authorizes the Company or the Company's authorized representative to (i) record this Release with the USPTO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Agent in the Trademark Collateral and/or (iii) otherwise record or file this Release in the applicable governmental office or agency. The Agent further agrees to execute and deliver to the Company any and all further documents and instruments, and do any and all further acts which the Company (or their agents or designees) reasonably request (at the Company's sole cost and expense) in order to confirm this Release and the Company's right, title and interest in, to and under the Trademark Collateral.
- SECTION 5. <u>Choice of Law</u>. This Release shall be governed by, and construed in accordance with, the laws of the state of New York, but giving effect to federal laws applicable to national banks.
- SECTION 6. <u>Counterparts</u>. This Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signatures Follow On Next Page.]

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IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date set forth above.

ANTARES CAPITAL LP (as successor in interest to General Electric Capital Corporation), as Agent

Denie Colline

By:

Name: Denis Collins

Title: Duly Authorized Signatory

SCHEDULE A

U.S. Trademark Applications and Registrations

Mark	Application No.	Application Date	Registration No.	Registration Date
LIVE BEACHY.	86115650	11/11/13	4555723	6/24/14
BELLE MAISON BEAUTIFUL	85600821	4/18/12	4291361	2/19/13
HOME BIENVENUE AND				
FRINDS WELCOME				
BONJOUR FAMILY ANTE				
BONHEUR FAMILLE ET				
AMIS CHEERS UNE				
BIENVENUE A THRO				
BRAND				
LIVE COZY	77722682	4/27/09	3911714	1/25/11
SLEEP OVER	77721009	4/23/09	3861657	10/12/10
BLANKCOAT	77681337	3/2/09	3723705	12/8/09
WINDO	77078978	1/9/07	3606481	4/14/09
THRO HOME	76632668	3/4/05	3360163	12/25/07
MARLO LORENZ	76592457	5/17/04	3021571	11/29/05
THRO	76185175	12/22/00	2581486	6/18/02
CAPE HOME COLLECTION	86186382	02/06/14	Abandoned	Abandoned
CITY CHIC	86186447	02/06/14	Pending	Pending
DECOR THERAPY	86312287	06/17/14	5156514	3/7/2017
DECOR THERAPY	86331002	07/08/14	5156523	3/7/2017
GLOBAL EXPRESSIONS	86186391	02/06/14	Abandoned	Abandoned
WILLOW BROOK LANE	86186277	02/06/14	4827826	10/6/2015

RECORDED: 04/27/2017

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