

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM555046

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
U.S. BANK NATIONAL ASSOCIATION		12/23/2019	National Banking Association:

## RECEIVING PARTY DATA

<b>Name:</b>	TRANSFORM SR BRANDS LLC
<b>Street Address:</b>	3333 BEVERLY ROAD
<b>City:</b>	Hoffman Estates
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60179
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 65

Property Type	Number	Word Mark
Serial Number:	72286556	DIE HARD
Serial Number:	74099621	DIEHARD
Serial Number:	74333603	DIEHARD
Serial Number:	75525906	DIEHARD
Serial Number:	76346448	DIEHARD
Serial Number:	76346449	DIEHARD
Serial Number:	78274510	DIEHARD EXPRESS
Serial Number:	78298757	DIEHARD GOLD
Serial Number:	78317729	DIEHARD
Serial Number:	78494833	DIEHARD DUTY
Serial Number:	77012884	DIEHARD PLATINUM
Serial Number:	77013360	DIEHARD PLATINUM
Serial Number:	77156285	DIEHARD
Serial Number:	77982539	LIFE DEMANDS DIEHARD
Serial Number:	77745828	LIFE DEMANDS DIEHARD
Serial Number:	77840248	DIEHARD
Serial Number:	85428966	DIEHARD
Serial Number:	85432784	DIEHARD
Serial Number:	86591015	DIEHARD

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86822781	DIEHARD
Serial Number:	87060767	DIEHARD GRANIT
Serial Number:	87180313	DIEHARD 360° VEHICLE ASSESSMENT
Serial Number:	87289266	DIEHARD
Serial Number:	87307545	DIEHARD IRIDIUM
Serial Number:	87403276	DIEHARD
Serial Number:	87517900	DIEHARD
Serial Number:	88011591	D
Serial Number:	88019301	DIEHARD
Serial Number:	88019318	D
Serial Number:	71539906	KENMORE
Serial Number:	71550618	KENMORE
Serial Number:	73158384	KENMORE
Serial Number:	73414682	KENMORE
Serial Number:	73427663	KENMORE
Serial Number:	73793846	KENMORE
Serial Number:	74072622	KENMORE
Serial Number:	74194190	KENMORE
Serial Number:	75679754	KENMORE ELITE
Serial Number:	76105205	KENMORE
Serial Number:	77149703	KENMORE PRO
Serial Number:	77503363	KENMORE
Serial Number:	77503373	KENMORE ELITE
Serial Number:	77503381	KENMORE PRO
Serial Number:	78314699	KENMORE
Serial Number:	78314709	KENMORE
Serial Number:	78317721	KENMORE
Serial Number:	78558874	MY FIRST KENMORE
Serial Number:	85255981	KENMORE
Serial Number:	85255996	KENMORE
Serial Number:	85746809	KENMORE
Serial Number:	85977750	KENMORE CONNECT
Serial Number:	85980474	KENMORE CONNECT
Serial Number:	86223536	KENMORE
Serial Number:	86755369	KENMORE TRUSTED PERFORMANCE
Serial Number:	86822759	KENMORE AC
Serial Number:	86965240	KENMORE
Serial Number:	86976240	KENMORE

Property Type	Number	Word Mark
Serial Number:	87050097	KENMORE ELITE
Serial Number:	87050106	KENMORE ELITE
Serial Number:	87050114	KENMORE
Serial Number:	87579214	KENMORE SMART
Serial Number:	87584405	KENMORE SMART
Serial Number:	87584422	KENMORESMART
Serial Number:	87650315	KENMORE DIRECT
Serial Number:	87650337	< D

**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.*

**Phone:** 3127758000  
**Email:** trademarks@mcandrews-ip.com  
**Correspondent Name:** McAndrews, Held & Malloy, Ltd.  
**Address Line 1:** 500 W. Madison St, 34th Floor  
**Address Line 4:** Chicago, ILLINOIS 60661

<b>NAME OF SUBMITTER:</b>	Ronald H. Spuhler
<b>SIGNATURE:</b>	/Ronald H. Spuhler/
<b>DATE SIGNED:</b>	12/27/2019

**Total Attachments: 15**

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**TERMINATION AND RELEASE OF  
SECURITY INTEREST IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of December 23, 2019 (this “Release”), is granted by U.S. BANK NATIONAL ASSOCIATION, acting solely in its capacity as indenture trustee under the Indenture (as defined below) (when acting in such capacity, the “Trustee” or “Releasor”) in favor of Transform SR Brands LLC, a Delaware limited liability company (“Transform”), with respect to the Trademark Collateral (as defined below).

Preliminary Statements:

**WHEREAS**, KCD IP, LLC (the “Grantor”) is party to that certain Indenture, dated as of May 18, 2006, by and between the Grantor, a Delaware limited liability company, as issuer and Trustee, as indenture trustee, as amended, supplemented and otherwise modified by (a) that certain Waiver and Amendment re Indenture, dated as of January 25, 2012, by and between Trustee and Sears Reinsurance Company Ltd. for the benefit of the Grantor, (b) that certain Supplemental Indenture, dated as of March 7, 2012, by and among the Grantor, Trustee, Sears Brands Business Unit Corporation, as manager, and Sears Holdings Management Corporation, as servicer, (c) that certain Second Supplemental Indenture, dated as of March 8, 2017, by and between the Grantor and Trustee, (d) that certain Third Supplemental Indenture, dated as of June 15, 2018, by and between the Grantor and Trustee and (e) that certain Fourth Supplemental Indenture, dated as of July 13, 2018, by and between the Grantor and Trustee (said indenture, as so amended, supplemented and otherwise modified, is hereinafter referred to as the “Indenture”);

**WHEREAS**, pursuant to the Indenture, the Grantor issued certain 6.90% KCD IP, LLC Asset-Based Notes (as the same may have been amended, from time to time, the “Notes”) in the original aggregate principal amount of \$1,800,000,000;

**WHEREAS**, pursuant to the Indenture, the Grantor granted to the Releasor for the exclusive benefit of the Secured Parties (as defined in the Indenture) a lien upon and a security interest in all of the Grantor’s right, title and interest, whether owned as of May 18, 2006 or thereafter created, in and to any and all KENMORE and DIEHARD trademarks, service marks, trade names, assumed names, corporate names, and their formatives, in the United States, its possessions and territories, including Puerto Rico, whether registered or unregistered, together with all registrations and applications therefore in the United States, its possessions and territories, including Puerto Rico, and all goodwill associated therewith, including, but not limited to, the marks set forth on Schedule I attached hereto (such Trademarks, the “Trademark Collateral” and such security interest, the “Trademark Security Interest”);

**WHEREAS**, pursuant to the Indenture, the Grantor executed and delivered to the Releasor a Trademark Security Agreement, dated as of May 18, 2006, which was recorded at the U.S. Patent and Trademark Office (the “USPTO”) on June 1, 2006 at Reel/Frame 3320/0117 and a Trademark Security Agreement, dated as of May 18, 2006, which was recorded at the USPTO on April 26, 2012 at Reel/Frame 4765/0154 (together, the “Trademark Security Agreements”);

**WHEREAS**, by its notice dated October 29, 2018, the Trustee notified the Grantor, the Noteholders and the Rating Agencies that the Grantor failed to make a payment of interest on the Notes as and when due on the October 2018 Payment Date, which failure has continued for a period of five (5) Business Days and, as a result, an Event of Default has occurred and is now continuing under Section 4.2(2) of the Indenture;

**WHEREAS**, pursuant to Section 4.4 of the Indenture, if an Event of Default has occurred and is continuing, the Trustee may exercise any remedies of a secured party under the NY UCC and take any

appropriate action to protect and enforce the rights and remedies of the Trustee or the Noteholders under the Indenture in respect of the Trademark Collateral;

**WHEREAS**, on December 23, 2019, the Trustee effected a strict foreclosure to Transform, as sole Noteholder, of the Trademark Collateral in accordance with Sections 9-620 and 9-621 of the NY UCC;

**WHEREAS**, pursuant to Section 9-617 of the NY UCC, and as a result of the strict foreclosure, Transform received all of the Grantor's rights, title and interest in, to and under the Trademark Collateral, and the Trademark Security Interest is discharged;

**WHEREAS**, the Releasor, on behalf of itself and the Secured Parties, desires to reflect of record the discharge of the Trademark Security Interest as provided in this Release immediately following such transfer;

**NOW THEREFORE**, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, the Releasor, on behalf of itself and the Secured Parties, and Transform agree as follows:

**SECTION 1. Defined Terms.** All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Indenture, as applicable.

**SECTION 2. Termination and Release.** The Releasor, on behalf of itself and the Secured Parties, hereby absolutely, unconditionally and irrevocably (a) terminates the Trademark Security Agreements, (b) terminates, cancels, discharges, relinquishes and releases the Trademark Security Interest granted pursuant to the Indenture or the Trademark Security Agreements and (c) terminates all of the Releasor's and the Secured Parties' right, title and interest in, to and under such Trademark Collateral. The Releasor, on behalf of itself and the Secured Parties, authorizes and requests the recordation of this Release against the Trademark Collateral with the USPTO and any other applicable governmental authority at Transform's expense.

**SECTION 3. Further Assurances.** At the request and sole expense of Transform, the Releasor, on behalf of itself and the Secured Parties, agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions necessary or reasonably requested by Transform to carry out the purposes of this Release.

**SECTION 4. Choice of Law.** This Release shall be governed by and construed and interpreted in accordance with the law of the State of New York, without regard to principles of conflicts of laws, but including sections 5-1401 and 5-1402 of the New York General Obligations Law.

**SECTION 5. Miscellaneous.** This Release may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. This Release shall be binding upon the Releasor's and the Secured Parties' representatives, successors, assigns and transferees and is made in favor of and for the benefit of Transform and its successors and assigns. This Release may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original. Unless this Release states otherwise, any reference to "any" shall mean "any and all" and "or" is used in the inclusive sense of "and/or".

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IN WITNESS WHEREOF, the Trustee, on behalf of itself and the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

TRUSTEE:

U.S. BANK NATIONAL ASSOCIATION,  
as Trustee

By: 

Name: CYNTHIA WOODWARD

Title: Svp

[Signature Page to Termination and Release of Security Interest in Trademarks]

TRADEMARK  
REEL: 006826 FRAME: 0674

**SCHEDULE I TO  
TERMINATION AND RELEASE OF  
SECURITY INTEREST IN TRADEMARKS**

[Schedule I to  
Termination and Release of Security Interest in Trademarks]

**TRADEMARK  
REEL: 006826 FRAME: 0675**

# US Federal

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# US Federal

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22	<b>73-735766</b> CRAFTSMAN	
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27	<b>75-599889</b> CRAFTSMAN	

	Renewed.....	12
28	<b>76-086056 CRAFTSMAN</b> Registered.....	13
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34	<b>78-315026 CRAFTSMAN</b> Registered.....	14
35	<b>78-315143 CRAFTSMAN</b> Registered.....	14
36	<b>78-315279 CRAFTSMAN</b> Registered.....	14
37	<b>78-315335 CRAFTSMAN</b> Registered.....	15
38	<b>78-317726 CRAFTSMAN</b> Registered.....	15
39	<b>78-317818 CRAFTSMAN</b> Registered.....	15
40	<b>71-570647 CRAFTSMAN (Stylized)</b> Renewed.....	15
41	<b>71-570648 CRAFTSMAN (Stylized)</b> Renewed.....	16
42	<b>71-570655 CRAFTSMAN (Stylized)</b> Renewed.....	16
43	<b>71-570657 CRAFTSMAN (Stylized)</b> Renewed.....	16
44	<b>71-570658 CRAFTSMAN (Stylized)</b> Renewed.....	17
45	<b>71-571096 CRAFTSMAN (Stylized)</b> Renewed.....	17
46	<b>71-571099 CRAFTSMAN (Stylized)</b> Renewed.....	17
47	<b>74-052843 CRAFTSMAN</b> Renewed.....	18
48	<b>74-145062 CRAFTSMAN</b> Renewed.....	18
49	<b>74-194694 CRAFTSMAN</b> Renewed.....	18
50	<b>74-194695 CRAFTSMAN</b> Renewed.....	18
51	<b>74-199960 CRAFTSMAN</b> Renewed.....	19

52	<b>74-200819 CRAFTSMAN</b> Renewed.....	19
53	<b>74-211366 CRAFTSMAN</b> Renewed.....	19
54	<b>74-214791 CRAFTSMAN</b> Renewed.....	19
55	<b>74-302612 CRAFTSMAN</b> Renewed.....	20
56	<b>74-396913 CRAFTSMAN</b> Renewed.....	20
57	<b>75-550390 CRAFTSMAN CLUB</b> Renewed.....	20
58	[INTENTIONALLY DELETED]	
59	[INTENTIONALLY DELETED]	
60	<b>75-225029 CRAFTSMAN KID'S CLUB</b> Renewed.....	21
61	[INTENTIONALLY DELETED]	
62	<b>76-388448 CRAFTSMAN PROFESSIONAL</b> Registered.....	21
63	<b>78-247622 CRAFTSMAN REFLEX</b> Registered.....	22
64	<b>78-568023 CRAFTSMAN WORKSHOP (Block letters)</b> Registered.....	22
65	<b>75-525906 DIEHARD</b> Renewed.....	22
66	<b>76-346448 DIEHARD (Stylized)</b> Registered.....	22
67	<b>76-346449 DIEHARD (Stylized)</b> Registered.....	23
68	<b>78-215609 DIEHARD</b> Registered.....	23
69	<b>78-220359 DIEHARD</b> Registered.....	23
70	<b>78-317692 DIEHARD</b> Registered.....	23
71	<b>78-317729 DIEHARD</b> Registered.....	24
72	[INTENTIONALLY DELETED]	
73	<b>74-099621 DIEHARD</b> Renewed.....	24
74	<b>74-333603 DIEHARD</b> Renewed.....	24
75	<b>78-494833 DIEHARD DUTY (Block letters)</b> Registered.....	25
76	<b>78-274510 DIEHARD EXPRESS</b> Registered.....	25
77	<b>78-296152 DIEHARD GOLD</b> Registered.....	25

78	<b>78-298757</b> DIEHARD GOLD Registered.....	25
79	[INTENTIONALLY DELETED]	
80	[INTENTIONALLY DELETED]	
81	[INTENTIONALLY DELETED]	
82	[INTENTIONALLY DELETED]	
83	<b>75-346404</b> KENMORE (and Design) Registered.....	27
84	<b>76-105205</b> KENMORE Registered.....	27
85	<b>78-314699</b> KENMORE Registered.....	28
86	<b>78-314709</b> KENMORE Registered.....	28
87	<b>78-317721</b> KENMORE Registered.....	28
88	[INTENTIONALLY DELETED]	
89	<b>71-539906</b> KENMORE Renewed.....	29
90	<b>71-550618</b> KENMORE (Stylized) Renewed.....	29
91	[INTENTIONALLY DELETED]	
92	<b>73-158384</b> KENMORE Renewed.....	30
93	<b>73-414682</b> KENMORE Renewed.....	30
94	<b>73-427663</b> KENMORE Renewed.....	30
95	<b>73-793846</b> KENMORE Renewed.....	30
96	<b>74-072622</b> KENMORE Renewed.....	31
97	<b>74-194190</b> KENMORE Renewed.....	31
98	<b>75-679754</b> KENMORE ELITE (and Design) Renewed.....	31
99	<b>78-125361</b> MY FIRST CRAFTSMAN Registered.....	31
100	<b>78-558874</b> MY FIRST KENMORE (Block letters) Registered.....	32
101	[INTENTIONALLY DELETED]	
102	<b>85-255981</b> KENMORE Application allowed.....	[ ]
103	<b>85-256022</b> KENMORE Application allowed.....	[ ]
104	<b>85-255957</b> KENMORE Application allowed.....	[ ]
105	<b>85-256036</b> KENMORE	



	Application pending .....	[ ]
106	<b>85-255940</b> KENMORE LIVE STUDIO Application pending .....	[ ]
107	<b>85-255996</b> KENMORE Application pending .....	[ ]
108	<b>85-256052</b> KENMORE Application pending .....	[ ]
109	<b>85-255902</b> KENMORE CONNECT Application pending .....	[ ]
110	<b>85-255950</b> KENMORE Application pending .....	[ ]
111	<b>85-143222</b> KENMORE CONNECT (and Design) Application pending .....	[ ]
112	<b>85-059730</b> KENMORE ONCALL Application pending .....	[ ]
113	<b>85-059740</b> KENMORE CONNECT Application pending .....	[ ]
114	<b>85-002239</b> KENMORE LEAVES BEHIND CLEANER AIR Allowed .....	[ ]
115	<b>77-840206</b> KENMORE. THAT'S GENIUS Allowed .....	[ ]
116	<b>77-767392</b> KENMOREPOP! Registered .....	[ ]
117	<b>77-767385</b> KENMOREYUM! Allowed .....	[ ]
118	<b>77-767388</b> KENMOREMIX! Registered .....	[ ]
119	<b>77-503363</b> KENMORE (and Design) Registered .....	[ ]
120	<b>77-503373</b> KENMORE ELITE (and Design) Registered .....	[ ]
121	<b>77-503381</b> KENMORE PRO (and Design) Allowed .....	[ ]
122	<b>77-368295</b> KENMORE Allowed .....	[ ]
123	<b>77-149703</b> KENMORE PRO Registered .....	[ ]
124	<b>85-432784</b> DIEHARD Application pending .....	[ ]
125	<b>85-432773</b> DIEHARD Allowed .....	[ ]
126	<b>85-428966</b> DIEHARD Allowed .....	[ ]
127	<b>85-429617</b> DIEHARD Allowed .....	[ ]
128	<b>85-386193</b> DIEHARD Allowed .....	[ ]
129	<b>85-114198</b> DIEHARD	

- Allowed..... [ ]
- 130 **77-840248** DIEHARD  
Registered..... [ ]
- 131 **77-982539** LIFE DEMANDS DIEHARD  
Registered..... [ ]
- 132 **77-745828** LIFE DEMANDS DIEHARD  
Allowed..... [ ]
- 133 **77-156285** DIEHARD  
Registered..... [ ]
- 134 **77-013360** DIEHARD PLATINUM  
Registered..... [ ]
- 135 **77-012884** DIEHARD PLATINUM  
Registered..... [ ]
- 136 **85-408269** CRAFTSMAN  
Allowed..... [ ]
- 137 **85-364259** CRAFTSMAN  
Allowed..... [ ]
- 138 **85-177991** CRAFTSMAN PROJECT EDISON (and Design)  
Registered..... [ ]
- 139 **85-176896** CRAFTSMAN EXPERIENCE  
Allowed..... [ ]
- 140 **85-151277** CRAFTSMAN  
Registered..... [ ]
- 141 **77-878640** CRAFTSMAN  
Allowed..... [ ]
- 142 **77-845470** CRAFTSMAN INDUSTRIAL  
Allowed..... [ ]
- 143 **77-830901** CRAFTSMAN INDUSTRIAL  
Allowed..... [ ]
- 144 **77-783962** CRAFTSMAN ELBOW  
Registered..... [ ]
- 145 **77-756647** CRAFTSMAN EDGE  
Registered..... [ ]
- 146 **77-660443** CRAFTSMAN PROFESSIONAL  
Allowed..... [ ]
- 147 **77-203179** THERE'S A CRAFTSMAN IN ALL OF US  
Registered..... [ ]