

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM567413

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		03/16/2020	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	TRANSFORM SR BRANDS LLC		
Street Address:	3333 Beverly Road		
City:	Hoffman Estates		
State/Country:	ILLINOIS		
Postal Code:	60179		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 36			
Property Type	Number	Word Mark	
Registration Number:	517739	KENMORE	
Registration Number:	522973	KENMORE	
Registration Number:	1102052	KENMORE	
Registration Number:	1275031	KENMORE	
Registration Number:	1282358	KENMORE	
Registration Number:	1569518	KENMORE	
Registration Number:	1641183	KENMORE	
Registration Number:	1695957	KENMORE	
Registration Number:	2414684	KENMORE ELITE	
Registration Number:	2475811	KENMORE	
Registration Number:	3470307	KENMORE PRO	
Registration Number:	3944713	KENMORE	
Registration Number:	3944714	KENMORE ELITE	
Registration Number:	4210288	KENMORE PRO	
Registration Number:	2913066	KENMORE	
Registration Number:	2893535	KENMORE	
Registration Number:	2941746	KENMORE	
Registration Number:	3160548	MY FIRST KENMORE	
Registration Number:	4268827	KENMORE	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	4268828	KENMORE
Registration Number:	5054844	KENMORE
Registration Number:	4449169	KENMORE CONNECT
Registration Number:	4549162	KENMORE CONNECT
Registration Number:	5329965	KENMORE
Registration Number:	4945777	KENMORE TRUSTED PERFORMANCE
Registration Number:	5172471	KENMORE AC
Registration Number:	5336159	KENMORE
Registration Number:	4766063	KENMORE
Registration Number:	5059686	KENMORE ELITE
Registration Number:	5059687	KENMORE ELITE
Registration Number:	5054802	KENMORE
Registration Number:	5668221	KENMORE SMART
Serial Number:	87584405	KENMORE SMART
Serial Number:	87584422	KENMORESMART
Serial Number:	87650315	KENMORE DIRECT
Serial Number:	87650337	< D

CORRESPONDENCE DATA

Fax Number: 2127352000

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: 212-735-2811

Email: mribando@skadden.com

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP

Address Line 1: One Manhattan West

Address Line 2: Monique L. Ribando

Address Line 4: New York, NEW YORK 10001-8602

ATTORNEY DOCKET NUMBER:	401180/636
NAME OF SUBMITTER:	Kendall Ickes
SIGNATURE:	/kendall ickes/
DATE SIGNED:	03/17/2020

Total Attachments: 9

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TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of March 16, 2020 (this “Release”), is granted by Bank of America, N.A., a national banking association with offices located at 100 Federal Street, 9th Floor, Boston, Massachusetts 02110, in its capacity as Agent (in such capacity, the “Agent”) in favor of TRANSFORM SR BRANDS, L.L.C., a Delaware limited liability company with offices located at 3333 Beverly Road, Hoffman Estates, Illinois 60179 (the “Grantor”).

WHEREAS, the Grantor is party to a Guarantee and Collateral Agreement, dated as of February 11, 2019 as amended by that certain First Amendment to Credit Agreement, dated as of March 13, 2019, as further amended by that certain Second Amendment to Guarantee and Collateral Agreement, dated as of April 17, 2019, as further amended by that certain Limited Waiver, Fifth Amendment to Credit Agreement and Third Amendment to Guarantee and Collateral Agreement, dated as of September 19, 2019, as further amended by that certain Sixth Amendment to the Credit Agreement and Fourth Amendment to the Guarantee and Collateral Agreement, dated as of November 29, 2019, and as further amended by that certain Seventh Amendment to the Credit Agreement and Fifth Amendment to the Guarantee and Collateral Agreement, dated as of January 22, 2020 (the “Security Agreement”), in favor of the Agent, and to a Trademark Security Agreement dated as of January 7, 2020 in favor of the Agent (as amended, supplemented, restated and/or otherwise modified from time to time, the “Trademark Security Agreement”);

WHEREAS, pursuant to the Trademark Security Agreement, the Grantor granted to the Agent, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise). for the ratable benefit of the Credit Parties, a security interest in all of the Grantor’s right, title and interest in, to and under all of the following property then owned or at any time thereafter acquired by the Grantor or in which the Grantor then had or at any time thereafter acquired any right, title or interest to the extent such property constituting Collateral under the Security Agreement (collectively, the “Trademark Collateral”):

(a) all Trademarks owned by the Grantor, including the registered and applied-for Trademarks of the Grantor listed on Schedule I attached thereto; and

(b) to the extent not otherwise included, all Proceeds, insurance claims, Supporting Obligations and products of any and all of the foregoing; and all collateral security and guarantees given by any Person with respect to any of the foregoing;

WHEREAS, the Trademark Security Agreement was recorded at the U.S. Patent and Trademark Office (the “USPTO”) on January 8, 2020 at Reel/Frame 6833/0520; and

WHEREAS, the Secured Obligations have been paid and performed in full, and as a result, the Agent has agreed to terminate and release its security interest in the Trademark Collateral.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and the Agent hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement.

SECTION 2. Termination and Release. The Agent, on behalf of itself and the Credit Parties, without recourse, representation or warranty of any kind or nature, hereby (a) terminates, releases and discharges fully its security interest in all of the Grantor's right, title and interest in, to and under all of the Trademark Collateral, including the Trademarks on Schedule I hereto, and (b) terminates all of the Agent's and the Credit Parties' right, title and interest in, to and under such Trademark Collateral.

SECTION 3. Recordation. The Agent, on behalf of itself and the Credit Parties, authorizes and requests the recordation of this Release against the Trademark Collateral with the USPTO and any other applicable governmental authority at the Grantor's expense.

SECTION 4. GOVERNING LAW. THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THEREOF BUT INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

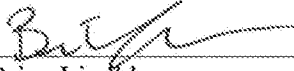
SECTION 5. Miscellaneous. This Release shall be binding upon the Agent's and the Credit Parties' representatives, successors, assigns and transferees and is made in favor of and for the benefit of the Grantor and its successors and assigns.

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

Agent:

Bank of America, N.A.
as Agent

By: 
Name: Brian Lindblom
Title: Senior Vice President

[Signature Page to TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS]

TRADEMARK
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SCHEDULE I

to


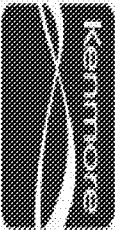
TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

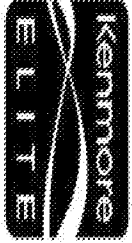
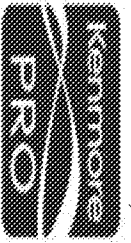
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS


Trademark	Jurisdiction	Owner	Legal and Beneficial Owner	Application Number	Application Date	Registration Number	Registration Date
KENMORE	U.S.	KCD IP, LLC	Transform SR Brands LLC	71/539906	11/02/1947	517739	11/22/1949
KENMORE (Stylized) (v3)	U.S.	KCD IP, LLC	Transform SR Brands LLC	71/550618	02/26/1948	522973	03/28/1950
KENMORE							
KENMORE	U.S.	KCD IP, LLC	Transform SR Brands LLC	73/158384	02/13/1978	1102052	09/12/1978
KENMORE	U.S.	KCD IP, LLC	Transform SR Brands LLC	73/414682	02/23/1983	1275031	04/24/1984
KENMORE	U.S.	KCD IP, LLC	Transform SR Brands LLC	73/427663	05/26/1983	1282358	06/19/1984
KENMORE	U.S.	KCD IP, LLC	Transform SR Brands LLC	73/793846	04/17/1989	1569518	12/05/1989
KENMORE	U.S.	KCD IP, LLC	Transform SR Brands LLC	74/072622	06/25/1990	1641183	04/16/1991

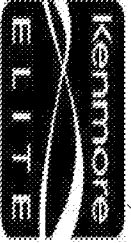
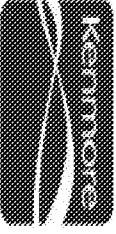
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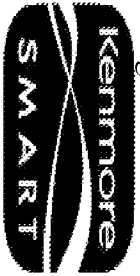



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Trademark	Jurisdiction	Owner	Legal and Beneficial Owner	Application Number	Application Date	Registration Number	Registration Date
KENMORE	U.S.	KCD IP, LLC	Transform SR Brands LLC	74/194190	08/13/1991	1695957	06/23/1992
KENMORE ELITE & DESIGN	U.S.	KCD IP, LLC	Transform SR Brands LLC	75/679754	04/12/1999	2414684	12/19/2000
 ELITE							
KENMORE	U.S.	KCD IP, LLC	Transform SR Brands LLC	76/105205	08/08/2000	2475811	08/07/2001
KENMORE PRO	U.S.	KCD IP, LLC	Transform SR Brands LLC	77/149703	04/05/2007	3470307	07/22/2008
KENMORE PRO							
KENMORE (Stylized with Square and Waves Design)	U.S.	KCD IP, LLC	Transform SR Brands LLC	77/503363	06/19/2008	3944713	04/12/2011
							

Trademark	Jurisdiction	Owner	Legal and Beneficial Owner	Application Number	Application Date	Registration Number	Registration Date
 KENMORE ELITE & DESIGN (HORIZONTAL)	U.S.	KCD IP, LLC	Transform SR Brands LLC	77/503373	06/19/2008	3944714	04/12/2011
 KENMORE PRO & DESIGN (HORIZONTAL)	U.S.	KCD IP, LLC	Transform SR Brands LLC	77/503381	06/19/2008	4210288	09/18/2012
KENMORE	U.S.	KCD IP, LLC	Transform SR Brands LLC	78/314699	10/16/2003	2913066	12/21/2004
KENMORE	U.S.	KCD IP, LLC	Transform SR Brands LLC	78/314709	10/16/2003	2893535	10/12/2004
KENMORE	U.S.	KCD IP, LLC	Transform SR Brands LLC	78/317721	10/23/2003	2941746	04/19/2005
MY FIRST KENMORE	U.S.	KCD IP, LLC	Transform SR Brands LLC	78/558874	02/02/2005	3160548	10/17/2006
MY FIRST KENMORE							

Trademark	Jurisdiction	Owner	Legal and Beneficial Owner	Application Number	Application Date	Registration Number	Registration Date
KENMORE	U.S.	KCD IP, LLC	Transform SR Brands LLC	85/255981	03/02/2011	4268827	01/01/2013
KENMORE	U.S.	KCD IP, LLC	Transform SR Brands LLC	85/255996	03/02/2011	4268828	01/01/2013
KENMORE	U.S.	KCD IP, LLC	Transform SR Brands LLC	85/746809	10/05/2012	5054844	10/04/2016
KENMORE CONNECT (Stylized and Design)	U.S.	KCD IP, LLC	Transform SR Brands LLC	85/977750	10/01/2010	4449169	12/10/2013
 Kenmore Connect							
KENMORE CONNECT and Design	U.S.	KCD IP, LLC	Transform SR Brands LLC	85/980474	10/01/2010	4549162	06/10/2014
KENMORE	U.S.	KCD IP, LLC	Transform SR Brands LLC	86/223536	03/17/2014	5329965	11/07/2017
KENMORE TRUSTED PERFORMANCE	U.S.	KCD IP, LLC	Transform SR Brands LLC	86/755369	09/14/2015	4945777	04/26/2016
KENMORE AC	U.S.	KCD IP, LLC	Transform SR Brands LLC	86/822759	11/17/2015	5172471	03/28/2017

Trademark	Jurisdiction	Owner	Legal and Beneficial Owner	Application Number	Application Date	Registration Number	Registration Date
KENMORE	U.S.	KCD IP, LLC	Transform SR Brands LLC	86/965240	04/05/2016	5336159	11/14/2017
KENMORE	U.S.	KCD IP, LLC	Transform SR Brands LLC	86/976240	03/07/2014	4766063	06/30/2015
KENMORE ELITE	U.S.	KCD IP, LLC	Transform SR Brands LLC	87/050097	05/25/2016	5059686	10/11/2016
KENMORE ELITE & DESIGN (HORIZONTAL)	U.S.	KCD IP, LLC	Transform SR Brands LLC	87/050106	05/25/2016	5059687	10/11/2016
							
KENMORE (Stylized with Square and Waves Design)	U.S.	KCD IP, LLC	Transform SR Brands LLC	87/050114	05/25/2016	5054802	10/04/2016
							
KENMORE SMART	U.S.	KCD IP, LLC	Transform SR Brands LLC	87/579214	08/22/2017	5668221	02/05/2019

Trademark	Jurisdiction	Owner	Legal and Beneficial Owner	Application Number	Application Date	Registration Number	Registration Date
 KENMORE SMART & Design	U.S.	KCD IP, LLC	Transform SR Brands LLC	87/584405	08/25/2017	N/A	N/A
 KENMORESMART (Stylized on Black Background)	U.S.	KCD IP, LLC	Transform SR Brands LLC	87/584422	08/25/2017	N/A	N/A
 KENMORE DIRECT	U.S.	KCD IP, LLC	Transform SR Brands LLC	87/650315	10/18/2017	N/A	N/A
 < D [KENMORE DIRECT] Logo	U.S.	KCD IP, LLC	Transform SR Brands LLC	87/650337	10/18/2017	N/A	N/A

TRADEMARK

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RECORDED: 03/17/2020