

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM531042

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE AND REASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS RECORDED AT REEL/FRA ME: 6375/0848

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ANTARES CAPITAL LP, AS AGENT		07/08/2019	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	BUDGET BLINDS, LLC
Street Address:	19000 MacArthur Blvd.
Internal Address:	Suite 100
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92612
Entity Type:	Limited Liability Company: CALIFORNIA

PROPERTY NUMBERS Total: 40

Property Type	Number	Word Mark
Serial Number:	87649230	B
Serial Number:	87626864	B BUDGET BLINDS
Serial Number:	87685855	B BUDGET BLINDS STYLE AND SERVICE FOR EV
Registration Number:	4444760	BB COMMERCIAL SOLUTIONS
Registration Number:	4485900	BB COMMERCIAL SOLUTIONS
Registration Number:	4592370	BB COMMERCIAL SOLUTIONS
Registration Number:	2688527	BUDGET BLINDS
Registration Number:	1813191	BUDGET BLINDS
Serial Number:	87626849	BUDGET BLINDS STYLE AND SERVICE FOR EVER
Serial Number:	87780762	ENRICHED HOME BY BUDGET BLINDS
Registration Number:	5388505	IB INSPIRED BLINDS
Serial Number:	87445864	IBC INSPIRED BEDDING COLLECTION
Registration Number:	3437368	ILLUSIONS
Registration Number:	4393124	INSPIRED DRAPES
Registration Number:	4318315	ID INSPIRED DRAPES
Serial Number:	87445824	INSPIRED BEDDING COLLECTION
Registration Number:	5566698	INSPIRED BLINDS

CH \$1015.00 87649230

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	87403637	INSPIRED COLLECTION
Serial Number:	87403669	INSPIRED COLLECTION
Registration Number:	5566697	INSPIRED SHADES
Registration Number:	5051415	INSPIRED SHADES COLLECTION
Serial Number:	87784682	INSPIRED WINDOW COVERINGS
Serial Number:	87445875	IS INSPIRED SHADES
Registration Number:	4688597	LATOUR
Registration Number:	3652810	LATOUR
Registration Number:	5603046	MOTOR EASE SHADES BY BUDGET BLINDS
Registration Number:	5403343	MOTOREASE SHADES BY BUDGET BLINDS
Registration Number:	4577554	SERVICE IS ALWAYS IN STYLE
Serial Number:	87649208	SIGNATURE BASICS BY BUDGET BLINDS
Serial Number:	87649218	SIGNATURE SELECT BY BUDGET BLINDS
Registration Number:	3393775	SIGNATURE SERIES
Serial Number:	87673808	SIGNATURE SERIES BY BUDGET BLINDS
Registration Number:	3431852	SIGNATURE SERIES BY BUDGET BLINDS
Registration Number:	5142869	SIGNATURE BASICS
Registration Number:	5142870	SIGNATURE SELECT
Serial Number:	87028414	SMART BLINDS BY BUDGET BLINDS
Serial Number:	87028382	SMART HOME BY BUDGET BLINDS
Serial Number:	87028394	SMART SHADES BY BUDGET BLINDS
Serial Number:	87028410	SMART WINDOW COVERINGS BY BUDGET BLINDS
Serial Number:	87421091	STYLE AND SERVICE FOR EVERY BUDGET.

CORRESPONDENCE DATA

Fax Number: 4154391500

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: maria.banda@kirkland.com

Correspondent Name: Maria Banda

Address Line 1: Kirkland & Ellis, LLP

Address Line 2: 555 California Street, Suite 2700

Address Line 4: San Francisco, CALIFORNIA 94104

ATTORNEY DOCKET NUMBER: 25211-1

NAME OF SUBMITTER: Maria Banda

SIGNATURE: /Maria Banda/

DATE SIGNED: 07/09/2019

Total Attachments: 6

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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT (this “**Release and Reassignment**”) is made as of July 8, 2019, by ANTARES CAPITAL LP, as Agent (“**Secured Party**”) in favor of Budget Blinds, LLC, a California limited liability company (“**Grantor**”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below) and the Collateral Agreement (as defined below), as applicable.

WITNESSETH:

WHEREAS, in connection with the Collateral Agreement, dated as of July 9, 2018 among Home Franchise Concepts, LLC, Home Franchise Concepts Midco, LLC, the other grantors party thereto and Secured Party, as Administrative Agent (the “**Collateral Agreement**”), Grantor executed that certain Trademark Security Agreement dated as of July 9, 2018 (the “**Security Agreement**”) pursuant to which the Grantor granted a security interest to Secured Party in certain Trademarks and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Secured Party, including the Trademarks set forth on **Schedule 1** hereto;

WHEREAS, the Security Agreement was recorded by the United States Patent and Trademark Office on July 9, 2018, at Reel 6375, Frame 0848; and

WHEREAS, Grantor has requested that Secured Party release its security interest in the Trademarks and Trademark Collateral and reassign any and all rights in the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Secured Party, on behalf of itself and the Lenders, hereby terminates, cancels, releases and discharges its security interest in, and Lien on, all of Grantor’s right, title and interest in and to the following (collectively the “**Trademark Collateral**”):

(a) all of its Trademarks (other than Excluded Assets, in which Secured Party has no security interest), including, without limitation, the Trademarks referred to on **Schedule 1** hereto;

(b) all reissuances, continuations, renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, violation or other impairment thereof.

2. Secured Party hereby reassigns, transfers, grants and conveys to the Grantor, any and all of Secured Party’s right, title and interest in and to the Trademarks and the Trademark Collateral, together with the goodwill of the business symbolized thereby.

3. Secured Party hereby agrees that any powers of attorney or similar rights granted by Grantor to Secured Party pursuant to the Collateral Agreement or otherwise are hereby terminated.

4. Secured Party hereby (a) authorizes the Grantor or its designee to record this Release and Reassignment with the United States Patent and Trademark Office and (b) authorizes and requests that the United States Patent and Trademark Office note and record the existence of this Release and Reassignment.


5. Secured Party hereby agrees to take all further action, and provide to 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 and instruments), reasonably requested by Grantor to more fully effectuate the purposes of this Release and Reassignment.

6. This Release and Reassignment shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

ANTARES CAPITAL LP

By: 
Name: Richard Davidson
Title: Duly Authorized Signatory

SCHEDULE 1

Trademark Collateral

Mark	Type	Status	Jurn	SN/RN
B	Logo	Pending	US	87649230
B BUDGET BLINDS	Logo	Pending	US	87626864
B BUDGET BLINDS STYLE AND SERVICE FOR EVERY BUDGET	Logo	Registered	US	87685855
BB COMMERCIAL SOLUTIONS	Word	Registered	US	4444760
BB COMMERCIAL SOLUTIONS [Lateral logo]	Logo	Registered	US	4485900
BB COMMERCIAL SOLUTIONS [Stacked logo]	Logo	Registered	US	4592370
BUDGET BLINDS	Logo	Registered	US	2688527
BUDGET BLINDS	Word	Registered	US	1813191
B BUDGET BLINDS STYLE AND SERVICE FOR EVERY BUDGET	Logo	Pending	US	87626849
ENRICHED HOME BY BUDGET BLINDS	Logo	Pending	US	87780762
IB INSPIRED BLINDS	Logo	Registered	US	5388505
IBC INSPIRED BEDDING COLLECTION	Logo	Pending	US	87445864
ILLUSIONS	Word	Registered	US	3437368
INSPIRED DRAPES	Word	Registered	US	4393124
ID INSPIRED	Logo	Registered	US	4318315

Mark	Type	Status	Jurn	SN/RN
DRAPES				
INSPIRED BEDDING COLLECTION	Word	Pending	US	87445824
INSPIRED BLINDS	Word	Registered	US	87446184 / 5566698
INSPIRED COLLECTION	Word	Pending	US	87403637
INSPIRED COLLECTION	Logo	Pending	US	87403669
INSPIRED SHADES	Word	Registered	US	87446172 / 5566697
INSPIRED SHADES COLLECTION	Word	Registered	US	5051415
INSPIRED WINDOW COVERINGS	Word	Pending	US	87784682
IS INSPIRED SHADES	Logo	Pending	US	87445875
LATOUR (Principal Register)	Word	Registered	US	4688597
LATOUR (Supplemental Register)	Word	Registered	US	3652810
MOTOR EASE SHADES BY BUDGET BLINDS	Logo	Registered	US	87697914 / 5603046
MOTOREASE SHADES BY BUDGET BLINDS	Word	Registered	US	5403343
SERVICE IS ALWAYS IN STYLE	Word	Registered	US	4577554
SIGNATURE BASICS BY BUDGET BLINDS	Logo	Pending	US	87649208
SIGNATURE SELECT BY BUDGET BLINDS	Logo	Pending	US	87649218

Mark	Type	Status	Jurn	SN/RN
SIGNATURE SERIES	Word	Registered	US	3393775
SIGNATURE SERIES BY BUDGET BLINDS	Logo	Pending	US	87673808
SIGNATURE SERIES BY BUDGET BLINDS	Word	Registered	US	3431852
SIGNATURE BASICS	Word	Registered	US	5142869
SIGNATURE SELECT	Word	Registered	US	5142870
SMART BLINDS BY BUDGET BLINDS	Word	Pending	US	87028414
SMART HOME BY BUDGET BLINDS	Word	Pending	US	87028382
SMART SHADES BY BUDGET BLINDS	Word	Pending	US	87028394
SMART WINDOW COVERINGS BY BUDGET BLINDS	Word	Pending	US	87028410
STYLE AND SERVICE FOR EVERY BUDGET	Word	Pending	US	87421091