

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM683772

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		RELEASE OF SECURITY INTEREST IN TRADEMARKS	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cerberus Business Finance, LLC		10/26/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Gabriel Brothers, Inc.		
<b>Street Address:</b>	55 Scott Avenue		
<b>Internal Address:</b>	Corporate Law Department		
<b>City:</b>	Morgantown		
<b>State/Country:</b>	WEST VIRGINIA		
<b>Postal Code:</b>	26508		
<b>Entity Type:</b>	Corporation: WEST VIRGINIA		
<b>PROPERTY NUMBERS Total: 19</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3993672	A DIFFERENT STORE EVERYDAY	
<b>Registration Number:</b>	3993678	A DIFFERENT STORE EVERY DAY	
<b>Registration Number:</b>	4633992	GABES	
<b>Registration Number:</b>	4633993	GABES UNBELIEVABLE!	
<b>Registration Number:</b>	4646475	GABES UNBELIEVABLE!	
<b>Registration Number:</b>	4738905	GABES	
<b>Registration Number:</b>	2008421	GABE'S	
<b>Registration Number:</b>	1527541	GABRIEL'S	
<b>Registration Number:</b>	1526253	GABRIEL'S	
<b>Registration Number:</b>	2555713	GABRIEL BROTHERS	
<b>Registration Number:</b>	1946998	GABRIEL BROTHERS	
<b>Registration Number:</b>	1946999	GABRIEL BROTHERS	
<b>Registration Number:</b>	4633994	GABRIEL BROTHERS GB SINCE 1961	
<b>Registration Number:</b>	4633996	GREAT STYLES. FAMOUS BRANDS. AMAZING PRI	
<b>Registration Number:</b>	2108717	PREMIER GRAPHICS	
<b>Registration Number:</b>	4751368	RUGGED WEARHOUSE	
<b>Registration Number:</b>	2122183	RUGGED WEARHOUSE	
<b>Registration Number:</b>	4738922	UNBELIEVABLE!	
<b>TRADEMARK</b>			

CH \$490.00 3993672

Property Type	Number	Word Mark
Registration Number:	4633995	UNBELIEVABLE! STYLES BRANDS PRICES

**CORRESPONDENCE DATA**

**Fax Number:** 2125935955

*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:** 2127562132

**Email:** scott.kareff@srz.com

**Correspondent Name:** S. KAREFF C/O SCHULTE ROTH & ZABEL LLP

**Address Line 1:** 919 THIRD AVENUE

**Address Line 2:** 25TH FLOOR

**Address Line 4:** NEW YORK, NEW YORK 10022

<b>ATTORNEY DOCKET NUMBER:</b>	014951.1690
<b>NAME OF SUBMITTER:</b>	Scott Kareff (014951.1690)
<b>SIGNATURE:</b>	/rr for sk/
<b>DATE SIGNED:</b>	10/26/2021

**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 October 26, 2021 (the “Effective Date”), is made by Cerberus Business Finance, LLC, a Delaware limited liability company (the “Releasor”), in favor of Gabriel Brothers, Inc., a West Virginia corporation (the “Releasee”).

WHEREAS, the Releasee and the Collateral Agent are parties to that certain (a) Term Loan Credit Agreement dated as of January 31, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Term Loan Credit Agreement”), among Mountaineer Holdings Corporation, a Delaware corporation (“Holdings”), Mountaineer Merger Corporation, a Delaware corporation (the “Borrower”), the Lenders from time to time party thereto and Cerberus Business Finance, LLC, as the Term Administrative Agent, and (b) the Term Loan Collateral Agreement dated of January 31, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Term Loan Collateral Agreement”), among Holdings, the Borrower, the other grantors from time to time party thereto and the Term Loan Collateral Agent.

WHEREAS, pursuant to the Term Loan Collateral Agreement, the Releasee executed and delivered that certain Term Loan Trademark Security Agreement, dated January 31, 2017, including Schedule I thereto, which was recorded with the United States Patent and Trademark Office on February 9, 2017 at Reel 005989, Frame 0033 (the “Trademark Security Agreement”), Releasee granted to Releasor, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Releasee’s right, title and interest in, to and under the Trademarks owned by such Releasee, whether then owned or thereafter acquired or arising and wherever located, including those listed on Schedule A attached hereto (the “Trademark Collateral”).

WHEREAS, Releasee has requested, and Releasor wishes to provide, a document suitable for recording in the United States Patent and Trademark Office for purposes of recording the release, relinquishment and discharge of its security interest in the Trademark Collateral.

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

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement or the Term Loan Collateral Agreement (as defined in the Trademark Security Agreement).

2. Release of Security Interest. Releasor, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, without representation, warranty or recourse, hereby (i) fully, absolutely, unconditionally and irrevocably releases, relinquishes, terminates, cancels and forever discharges its security interest in or to the Trademark Collateral and (ii) terminates and cancels the Trademark Security Agreement.

3. Further Assurances. The Releasor hereby authorizes and requests that the United States Patent and Trademark Office record this Release and any other filings necessary to evidence the release and termination of the Releasor’s rights under each of the Term Loan Credit Agreement, Term Loan Collateral Agreement and Term Loan Trademark Security Agreement.

At the request of the Releasee, the Releasor agrees to execute and deliver such other and further documents and instruments reasonably requested by the Releasee in writing in order to effect or evidence more fully the matters covered by this Release.


4. Governing Law. THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND WHOLLY PERFORMED THEREIN.

5.





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IN WITNESS WHEREOF, the parties have caused this Release of Security Interest in Trademarks to be duly executed as of October 26, 2021.

**CERBERUS BUSINESS FINANCE, LLC**

By:   
Name: Daniel E. Wolf  
Its: Chief Executive Officer

**SCHEDULE A**

Owner	Serial Number or Registration Number	Mark
Gabriel Brothers, Inc.	3993672	A Different Store Everyday
Gabriel Brothers, Inc.	3993678	A DIFFERENT STORE EVERY DAY
Gabriel Brothers, Inc.	4633992	<b>Cabe's</b>
Gabriel Brothers, Inc.	4633993	<b>Cabe's</b>
Gabriel Brothers, Inc.	4646475	<b>Cabe's</b>
Gabriel Brothers, Inc.	4738905	<b>Cabe's</b>
Gabriel Brothers, Inc.	2008421	<b>GABE'S</b>
Gabriel Brothers, Inc.	1527541	GABRIEL'S
Gabriel Brothers, Inc.	1526253	
Gabriel Brothers, Inc.	2555713	
Gabriel Brothers, Inc.	1946998	
Gabriel Brothers, Inc.	1946999	GABRIEL BROTHERS
Gabriel Brothers, Inc.	4633994	
Gabriel Brothers, Inc.	4633996	Great Styles. Famous Brands. Amazing Prices.
Gabriel Brothers, Inc.	2108717	PREMIER GRAPHICS

OWNER	Serial Number or Registration Number	Mark
Gabriel Brothers, Inc.	4751368	
Gabriel Brothers, Inc.	2122183	RUGGED WEARHOUSE
Gabriel Brothers, Inc.	4738922	UNBELIEVABLE!
Gabriel Brothers, Inc.	4633995	