

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

WELLS FARGO BANK, NATIONAL ASSOCIATION f/k/a
WACHOVIA BANK, NATIONAL ASSOCIATION

- ☐ Individual(s) ☒ National Banking Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation
☐ Limited Liability Company

Citizenship: USA

Execution Date(s) May 14, 2014

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other: Release of Security Interest

2. Name and address of receiving party(ies)

☐ Yes

Additional names, addresses, or citizenship attached?

☒ No

Name: FXI, INC.

Internal
Address:

Street Address: 1400 N. PROVIDENCE ROAD, SUITE 2000

City: MEDIA

State: PA

Country: USA

Zip: 19063

- ☐ Association Citizenship:
☐ General Partnership Citizenship:
☐ Limited Partnership Citizenship:
☒ Corporation Citizenship: DE
☐ Other ____ Citizenship:

If assignee is not domiciled in the United States, a domestic representative designation is attached. ☐ Yes ☒ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) See Attached Schedule A

B. Trademark Registration No.(s) See Attached Schedule A

Additional sheet(s) attached?

☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$45

- ☒ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card

Last 4 Numbers 0114

Expiration Date 3/17

b. Deposit Account Number

Authorized User Name:

9. Signature:

Kareem Ansley
Signature

Kareem Ansley
Name of Person Signing

May 22, 2014

Date

Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$65.00 1371327

SCHEDULE A
TO
RELEASE OF SECURITY INTEREST IN TRADEMARKS

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

<u>MARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
Comfort Sleeper & Design	1371327	11/19/1985
Comfort Sleeper	1900671	06/20/1995

RELEASE OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, FXI, INC., a Delaware corporation ("Grantor") granted a security interest in and lien upon certain trademarks, trademark applications and related rights to Wells Fargo Bank, National Association, in its capacity as Administrative Agent ("Secured Party") as set forth in the Trademark Collateral Assignment and Security Agreement, dated June 12, 2009, by Grantor in favor of Secured Party (the "Trademark Security Agreement");

WHEREAS, an executed copy of the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on July 10, 2009 at Reel 004023, Frame 0001;

WHEREAS, Grantor has requested that Secured Party release and reassign its interest in (a) the trademarks, tradenames, trade styles and service marks and all applications for registration, registrations and recordings relating to the foregoing set forth on Schedule A annexed hereto and made a part hereof (the "Trademarks"), and all prints and labels on which such trademarks, tradenames, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Trademarks, (d) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (e) the right to sue for past, present and future infringements thereof; (f) all rights corresponding thereto throughout the world; and (g) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Secured Party hereby:

1. releases and reassigns to Grantors any and all liens, security interests, right, title and interest of Secured Party pursuant to the Trademark Security Agreement in all Trademark Collateral, without recourse or representation or warranty, express or implied, of any kind; and
2. authorizes and requests that the U.S. Patent and Trademark Office note and record the existence of the release hereby given.

[SIGNATURE PAGE FOLLOWS]

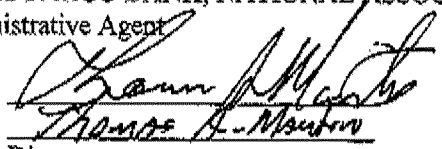
IN WITNESS WHEREOF, Secured Party has caused this Release of Security Interest in
Trademark to be executed by its duly authorized corporate officer this 14th day of May, 2013.

WELLS FARGO BANK, NATIONAL ASSOCIATION, as
Administrative Agent

By:

Name:

Title: Director


Thomas A. Mastrom