# CH \$240.00 258148

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM314878

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
KEYBANK NATIONAL ASSOCIATION		08/15/2014	NATIONAL BANKING ASSOCIATION: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	JIMCO LAMP & MANUFACTURING COMPANY
Street Address:	HIGHWAY 63 NORTH
Internal Address:	P.O. BOX 490
City:	BONO
State/Country:	ARIZONA
Postal Code:	72416
Entity Type:	CORPORATION: OHIO

# **PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	2581486	THRO
Registration Number:	3021571	MARLO LORENZ
Registration Number:	3360163	THRO HOME
Registration Number:	3340528	OLIVIA'S ROOM
Registration Number:	3606481	WINDO
Registration Number:	3723705	BLANKCOAT
Registration Number:	3861657	SLEEP OVER
Registration Number:	3911714	LIVE COZY
Registration Number:	4291361	BELLE MAISON BEAUTIFUL HOME BIENVENUE AN

## **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.

Email: vmann@paulweiss.com, dewilliams@paulweiss.com

Correspondent Name: VIRGINIA F. MANN

Address Line 1: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER: 011191-263				
NAME OF SUBMITTER:	Virginia F. Mann			
SIGNATURE:	/Virginia F. Mann/			
<b>DATE SIGNED:</b> 08/22/2014				
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### TRADEMARK RELEASE

THIS TRADEMARK RELEASE (the "Release") is made as of August 15, 2014, by KEYBANK NATIONAL ASSOCIATION ("Secured Party"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

### WITNESSETH:

WHEREAS, JIMCO LAMP & MANUFACTURING COMPANY ("Grantor") and Secured Party were parties to that certain Contingent Patent, Trademark and License Assignment dated as of July 15, 2005 (the "Security Agreement") pursuant to which the Grantor granted a security interest to Secured Party in certain Trademarks (as defined below) 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; and

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on January 15, 2014, at Reel 5193, Frame 0035;

WHEREAS, Grantor 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 hereby releases its security interest in all of Grantor's right, title and interest in and to the following (collectively the "<u>Trademark Collateral</u>"):
  - (i) trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications, including, without limitation, the trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications listed on <a href="Schedule 1">Schedule 1</a> attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payment for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, service marks, trademark and service mark registrations, trade names, service names and applications, together with the items described in clauses (a)-(d) are collectively, the "<a href="Trademarks">Trademarks</a>"); and
  - (ii) the goodwill of Grantor's business including but not by way of limitation such goodwill connected with and symbolized by the Trademarks.
- 2. Secured Party hereby reassigns, grants and conveys to the Grantor, without any representation or recourse by Secured Party, any and all of Secured Party's right, title and interest in and to the Trademarks and the Trademark Collateral.
- 3. The Secured Party hereby authorizes the Grantor or the Grantor's authorized representative to (i) record this Release with the United States Patent and Trademark Office, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Secured Party in the Trademark Collateral and/or (iii) otherwise record or file

this Release in the applicable governmental office or agency. The Secured Party further agrees to execute and deliver to the Grantor any and all further documents and instruments, and do any and all further acts which the Grantor (or their agents or designees) reasonably request (at the Grantor's sole cost and expense) in order to confirm this Release and the Grantor's right, title and interest in, to and under the Trademark Collateral.

4. This Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature Page Follows]

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

KEYBANK NATIONAL ASSOCIATION

Name

itle: Duly Authorized Signato

Trademark Release and Reassignment

# **SCHEDULE 1**

# Trademarks

Mark		Serial No./ Filing Date			Owner	Status/ Registration Basis
BELLE MAISON BEAUTIFUL HOME BIENVENUE AND FRIENDS WELCOME BONJOUR FAMILY ANTE BONHEUR FAMILLE ET AMIS CHEERS UNE BIENVENUE A THRO BRAND Translation: BEAUTIFUL HOME WELCOME AND FRIENDS WELCOME CHEERS FAMILY AND FRIENDS	US Federal	85600821 18-APR- 2012	4291361 19-FEB- 2013	24	Jimco Lamp & Manufacturing Company	Registered
hill maken teached house Decourses and friends maken Despise fromthy with history famille it ame class are Edinguese hill maken teached two few family and friends on from Don man chairs make bendus famille it a teached town. Decourse hill maken when Decourse fall maken						
BLANKCOAT	US Federal	77681337 02-MAR- 2009	3723705 08-DEC- 2009	24	Jimco Lamp & Manufacturing Company	Registered
LIVE COZY	US Federal	77722682 27-APR- 2009	3911714 25-JAN- 2011	20 24 25	Jimco Lamp & Manufacturing Company	Registered
MARLO LORENZ MARLO LORENZ	US Federal	76592457 17-MAY- 2004	3021571 29-NOV- 2005	20 24	Jimco Lamp & Manufacturing Company	Registered
SLEEP OVER SLEEP ŌVER	US Federal	77721009 23-APR- 2009	3861657 12-OCT- 2010	20 24	Jimco Lamp & Manufacturing Company	Registered
THRO	US Federal	76185175 22-DEC- 2000	2581486 18-JUN- 2002	20 24	Jimco Lamp & Manufacturing Company	Registered
THRO HOME THRO HOME	US Federal	76632668 04-MAR- 2005	3360163 25-DEC- 2007	20 24	Jimco Lamp & Manufacturing Company	Registered
windō	US Federal	77078978 09-JAN- 2007	3606481 14-APR- 2009	24	Jimco Lamp & Manufacturing Company	Registered

**RECORDED: 08/22/2014**