

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM402227

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>RESUBMIT DOCUMENT ID:</b>	900380377		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GENERAL ELECTRIC CAPITAL CORPORATION		09/28/2016	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CADET MANUFACTURING COMPANY		
<b>Street Address:</b>	25800 WEST FOURTH PLAIN BLVD.		
<b>City:</b>	VANCOUVER		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98660		
<b>Entity Type:</b>	Corporation: WASHINGTON		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1270661	SOFTHEAT	
<b>Registration Number:</b>	1646680	CADET	
<b>Registration Number:</b>	1748338	THE HOT ONE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5039723873		
<i>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.</i>			
<b>Phone:</b>	503-221-1440		
<b>Email:</b>	trademark@tonkon.com		
<b>Correspondent Name:</b>	Tonkon Torp LLP		
<b>Address Line 1:</b>	888 S.W. FIFTH AVE.		
<b>Address Line 2:</b>	1600 PIONEER TOWER		
<b>Address Line 4:</b>	PORTLAND, OREGON 97204		
<b>ATTORNEY DOCKET NUMBER:</b>	RELEASE OF SECURITY		
<b>NAME OF SUBMITTER:</b>	Christopher D. Erickson		
<b>SIGNATURE:</b>	/Christopher D. Erickson/		
<b>DATE SIGNED:</b>	10/17/2016		
<b>Total Attachments: 11</b>			

source=(Exhibits) Affidavit of Cadet Manufacturing Company (GECC Liens - USPTO)#page1.tif  
source=(Exhibits) Affidavit of Cadet Manufacturing Company (GECC Liens - USPTO)#page2.tif  
source=(Exhibits) Affidavit of Cadet Manufacturing Company (GECC Liens - USPTO)#page3.tif  
source=(Exhibits) Affidavit of Cadet Manufacturing Company (GECC Liens - USPTO)#page4.tif  
source=(Exhibits) Affidavit of Cadet Manufacturing Company (GECC Liens - USPTO)#page5.tif  
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source=(Exhibits) Affidavit of Cadet Manufacturing Company (GECC Liens - USPTO)#page10.tif  
source=(Exhibits) Affidavit of Cadet Manufacturing Company (GECC Liens - USPTO)#page11.tif

**AFFIDAVIT OF CADET MANUFACTURING COMPANY**

State of Washington )  
County of Clark ) ss.

I, LeAnn Reader, state that I am the CFO, VP Finance of Cadet Manufacturing Company, a Washington corporation ("Cadet"). By virtue of my position, I have personal knowledge of the facts and matters stated in this Affidavit, as well as full access to all the records and books of Cadet, and am competent and authorized to make this Affidavit on behalf of Cadet.

On February 1, 2000, Cadet granted General Electric Capital Corporation ("GECC") a security interest (the "Security Interest") in certain of Cadet's U.S. trademark registrations, including U.S. Registration Nos. 1270661 (SOFTHEAT), 1646680 (CADET), and 1748338 (THE HOT ONE) (collectively, the "Registrations"), pursuant to that certain Patent, Trademark, and Copyright Security Agreement, which was signed pursuant to a Loan and Security Agreement between Cadet (as debtor) and GECC (as lender) dated February 1, 2000 ("Loan Agreement"). The Security Interest was recorded with the USPTO on March 14, 2000 at Reel/Frame Number 2049/0030 attached hereto as Exhibit A (including the original cover sheet and security agreement).

I hereby state that, in 2004 Cadet satisfied all of the terms of the Loan Agreement, and pursuant to the terms of the Loan Agreement, GECC's Security Interest in the Registrations was released. Unfortunately, such release was not recorded with the USPTO, and neither Cadet nor GECC has a copy of a release signed by GECC. Further, GECC's corporate status was terminated by the New York State Division of Corporations on December 2, 2015 according to the online records of the New York State Department of State dated August 25, 2016 and attached hereto as Exhibit B, and as such GECC is now "inactive" and unable to execute any documents that would release the Security Interest.

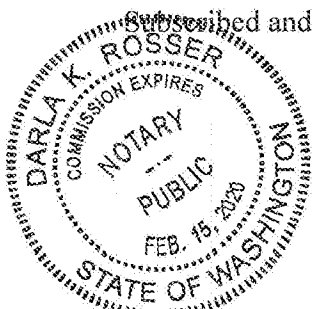
Based on the above information, Cadet hereby submits this affidavit and hereby requests that the USPTO record this Affidavit and the accompanying cover sheet as a Release of Security Interest, effectively releasing GECC's Security Interest in the Registrations.

This affidavit is accompanied by a new cover sheet and the required fee.

Dated effective September 28, 2016

LeAnn Reader  
Name: \_\_\_\_\_

Subscribed and sworn to before me this 28 day of September, 2016.



Darla K. Rosser  
Notary Public for Clark County  
My Commission Expires: 2/15/20

**Exhibit A**

*(Attached)*

04-10-2000



101312703



U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

03-14-2000

U.S. Patent & TMOfr/TM Mail Rcpt Dt. #26

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

*MAG 3-14-00*

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

**Conveyance Type**

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger  Change of Name
- Other \_\_\_\_\_

Effective Date  
Month Day Year

RECEIVED  
TRADEMARK OFFICE  
MAG 11 13 2000  
9:49 AM  
PROCESS.

**Conveying Party**

Mark if additional names of conveying parties attached

Name Cadet Manufacturing Company

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization Washington

**Receiving Party**

Mark if additional names of receiving parties attached

Name General Electric Capital Corporation

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 10 South LaSalle, Suite 2800

Address (line 2) \_\_\_\_\_

Address (line 3) Chicago IL 60603  
City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation  Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization New York

04/06/2000 TTON11 00000173 200052 1748338

FOR OFFICE USE ONLY

01 FC:481 40.00 CH  
02 FC:482 150.00 CH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assign **TRADEMARK**

REEL: 005895 FRAME: 0021

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

<input type="text" value="1,748,338"/>	<input type="text" value="1,645,913"/>	<input type="text" value="2,182,710"/>
<input type="text" value="1,270,661"/>	<input type="text" value="1,646,680"/>	<input type="text"/>
<input type="text" value="1,270,662"/>	<input type="text" value="2,067,677"/>	<input type="text"/>

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Christine E. Wilson

Name of Person Signing

Christine E. Wilson

Signature

3/13/00

Date Signed

# PATENT, TRADEMARK, AND COPYRIGHT SECURITY AGREEMENT

THIS PATENT, TRADEMARK, AND COPYRIGHT SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), dated as of February 1, 2000, is made by Cadet Manufacturing Company, a Washington corporation ("Grantor"), in favor of General Electric Capital Corporation, a New York corporation ("Lender").

## RECITALS

A. Pursuant to that certain Loan and Security Agreement of even date herewith by and among Grantors, Lender, and the other Credit Parties signatory thereto (including all annexes, exhibits and schedules thereto, and as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), Lender has agreed to extend certain financial accommodations to or for the direct or indirect benefit of Grantors.

B. In order to induce Lender to enter into the Loan Agreement and the other Loan Documents and to induce Lender to extend the financial accommodations as provided for in the Loan Agreement, Grantors have agreed to execute and deliver to Lender this Agreement.

## AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors and Lender hereby agree as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms or matters of construction defined or established in Schedule A to the Loan Agreement shall be applied herein as defined or established therein. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meanings provided for by the Code to the extent the same are used or defined therein.

2. Grant of Security Interest in Intellectual Property Collateral. To secure the prompt and complete payment, performance and observance of all of the Obligations and the Affiliate Obligations, each Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Lender a Lien upon all its right, title and interest in, to and under the following property, whether now owned by or owing to, or hereafter acquired by or arising in favor of, such Grantor (including under any trade names, styles or derivations or such Grantor), and whether owned by or consigned by or to, or leased from or to, such Grantor, and regardless of where located (collectively, the "Intellectual Property Collateral"):

a. all of such Grantor's Patents and Patent Licenses to which it is a party, including those referred to in Part A to Schedule I hereto;

b. all of such Grantor's Trademarks and Trademark Licenses to which it is a party, including those referred to in Part B to Schedule I hereto;

c. all of such Grantor's Copyrights and Copyright Licenses to which it is a party, including those referred to in Part C to Schedule I hereto;

d. all Goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing; and

e. all Proceeds of the foregoing, including (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to any Person from time to time with respect to any of the foregoing, (ii) any and all payments (in any form whatsoever) made or due and payable to any Person from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the foregoing by any Governmental Authority (or any Person acting under color of Governmental Authority), (iii) any claim of any Person against third parties for (A) past, present or future infringement of any Patent or Patent License, (B) past, present or future infringement of any Copyright or Copyright License, (C) past, present or future infringement or dilution of any Trademark or Trademark License, or (D) injury to the Goodwill associated with any Trademark or Trademark License, (iv) any recoveries by any Person against third parties with respect to any litigation or dispute concerning any of the foregoing, and (v) any and all other amounts from time to time paid or payable under or in connection with any of the foregoing, upon disposition or otherwise.

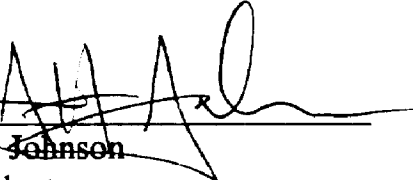
3. Loan Agreement. The Liens granted pursuant to this Agreement are granted in conjunction with the Liens granted to Lender pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Liens granted under this Agreement are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.



IN WITNESS WHEREOF, the parties have executed this Patent, Trademark and Copyright Security Agreement as of the date first set forth above.

**“Grantor”**

**CADET MANUFACTURING COMPANY**

By:   
Name: J.H. Johnson  
Title: President

**GENERAL ELECTRIC CAPITAL CORPORATION**

By: \_\_\_\_\_  
Name: Guy Fuchs  
Title: Duly Authorized Signatory

IN WITNESS WHEREOF, the parties have executed this Patent, Trademark and Copyright Security Agreement as of the date first set forth above.

**“Grantor”**

**CADET MANUFACTURING COMPANY**

By: \_\_\_\_\_

Name: J.H. Johnson

Title: President

**GENERAL ELECTRIC CAPITAL CORPORATION**

By:  \_\_\_\_\_

Name: Guy Fuchs

Title: Duly Authorized Signatory

SCHEDULE I  
to  
PATENT, TRADEMARK AND  
COPYRIGHT SECURITY AGREEMENT

(PART A)

PATENTS

Thermostat	5,396,048
Baseboard	08/568,545

(PART B)

TRADEMARKS

The Hot One	1,748,338
Sofheat	1,270,661
Sofheat II	1,270,662
Three Head Design	1,645,913
Cadet	1,646,680
Your Cold Room Solution	2,067,677
Hidden Aire	2,182,710

(PART C)

COPYRIGHTS

None.

**Exhibit B**

*(Attached)*

034246/00001/7489078v1

# NYS Department of State

## Division of Corporations

### Entity Information

The information contained in this database is current through August 25, 2016.

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Selected Entity Name: GENERAL ELECTRIC CAPITAL CORPORATION  
Selected Entity Status Information  
**Current Entity Name:** GENERAL ELECTRIC CAPITAL CORPORATION  
**DOS ID #:** 2527402  
**Initial DOS Filing Date:** JUNE 30, 2000  
**County:** ALBANY  
**Jurisdiction:** DELAWARE  
**Entity Type:** FOREIGN BUSINESS CORPORATION  
**Current Entity Status:** INACTIVE - Termination (Dec 02, 2015)

#### Selected Entity Address Information

**DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)**

C/O CT CORPORATION SYSTEM  
111 EIGHTH AVENUE  
NEW YORK, NEW YORK, 10011

**Chief Executive Officer**

KEITH S. SHERIN  
901 MAIN AVENUE  
NORWALK, CONNECTICUT, 06851

**Principal Executive Office**

GENERAL ELECTRIC CAPITAL CORPORATION  
901 MAIN AVENUE  
NORWALK, CONNECTICUT, 06851

**Registered Agent**

**TRADEMARK**

CT CORPORATION SYSTEM  
 111 EIGHTH AVENUE  
 NEW YORK, NEW YORK, 10011

This office does not record information regarding the names and addresses of officers, shareholders or directors of nonprofessional corporations except the chief executive officer, if provided, which would be listed above. Professional corporations must include the name(s) and address(es) of the initial officers, directors, and shareholders in the initial certificate of incorporation, however this information is not recorded and only available by [viewing the certificate](#).

**\*Stock Information**

# of Shares	Type of Stock	\$ Value per Share
No Information Available		

\*Stock information is applicable to domestic business corporations.

**Name History**

Filing Date	Name Type	Entity Name
JUL 10, 2001	Actual	GENERAL ELECTRIC CAPITAL CORPORATION
JUN 30, 2000	Actual	GECS MERGER SUB, INC.

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

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**TRADEMARK**