

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM425239

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900403373

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Enhanced Capital Connecticut Fund I, LLC		04/17/2017	Corporation: CONNECTICUT

RECEIVING PARTY DATA

Name:	SAC ACQUISITION LLC
Street Address:	Two Landmark Square, Suite 300
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2659121	LOVESAC
Registration Number:	3035784	LOVESAC
Registration Number:	3035785	LOVESAC
Registration Number:	3134349	SACTIONALS
Registration Number:	3234481	DURAFOAM
Registration Number:	3028008	SAC
Registration Number:	3244136	LOVESAC
Registration Number:	3168679	SQUATTOMAN
Registration Number:	3168632	SUPERSAC
Registration Number:	3168678	MOVIESAC
Registration Number:	3409071	
Serial Number:	85404004	LOVESAC

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: bdsiff@duanemorris.com

Correspondent Name: Brian D. Siff, Esq./Duane Morris LLP

TRADEMARK

Address Line 1: 1540 Broadway
Address Line 4: New York, NEW YORK 10036-4086

NAME OF SUBMITTER: Brian D. Siff

SIGNATURE: /Brian D. Siff/

DATE SIGNED: 04/27/2017

Total Attachments: 10

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN PATENTS AND TRADEMARKS**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS AND TRADEMARKS (the "Release") is made this 17th day of April, 2017 by ENHANCED CAPITAL CONNECTICUT FUND I, LLC, a Connecticut limited liability company, ENHANCED CAPITAL CONNECTICUT FUND II, LLC, a Connecticut limited liability company, and ENHANCED CAPITAL CONNECTICUT FUND IV, LLC, a Connecticut limited liability company (collectively, the "Assignor") in favor of SAC ACQUISITION LLC, a Delaware limited liability company (the "Grantor").

WHEREAS, Grantor granted a security interest (the "Security Interest") to Assignor in:

- a. all of the Grantor's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on **SCHEDULE A** and any divisions, continuations, continuations-in-part, reissues or corresponding foreign patents and patent applications, and all reissues, extensions and renewals thereof; and
- b. all general intangibles and all intellectual or other intangible property of Grantor of any kind or nature, associated with or arising out of any of the aforementioned properties and not otherwise described above; and
- c. all proceeds of any and all of the foregoing (including license royalties, rights to payment, accounts and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Assignor is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing; and
- d. all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, (including such marks, names and applications as described in **SCHEDULE A** but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses, whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof; and

- e. the entire goodwill of or associated with the businesses now or hereafter conducted by Grantor connected with and symbolized by any of the aforementioned properties and assets; and
- f. all general intangibles and all intellectual or other intangible property of Grantor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and
- g. all proceeds of any and all of the foregoing (including license royalties, rights to payment, accounts and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Assignor is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing; and

which Security Interest was made of record in the records of the U.S. Patent and Trademark Office Assignment Branch at Patent Reel 032663, Frame 0442, as of April 4, 2014 for the U.S. patents; and at Trademark Reel 005259, Frame 0809, as of April 4, 2014 for the U.S. trademarks.

WHEREAS, Grantor has requested that Assignor terminate and release its interest in the Patents and Trademarks.

WHEREAS, Assignor is desirous of assigning, releasing and quitclaiming to Grantor any right, title and interest, including without limitation any security interest, which Assignor may have in and to the Patents and Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Assignor has assigned, released, quitclaimed, transferred and set over, and by these presents does hereby assign, release, quitclaim, transfer and set over, without warranty or representation of any kind, unto Grantor, its successors and assigns, any right, title and interest, including without limitation any security interest, which Assignor may have in and to the Patents and Trademarks;

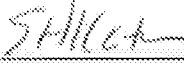
Assignor agrees, at Grantor's expense and request, to take all lawful acts which any assignee of the Patents and Trademarks may deem advisable or necessary in order to render this release fully effective and to make this release of record in the USPTO and corresponding government offices throughout the world, and such other government offices as Grantor may select, including without limitation, execution of lawful documents.

THE NEXT PAGE IS THE SIGNATURE PAGE

IN WITNESS WHEREOF, Assignor has caused this Termination and Release of Security Interest in Patents and Trademarks Agreement to be executed by its duly authorized officer as of the date above first written.

ASSIGNOR:

ENHANCED CAPITAL CONNECTICUT FUND I, LLC
ENHANCED CAPITAL CONNECTICUT FUND II, LLC
ENHANCED CAPITAL CONNECTICUT FUND IV, LLC

By: 


Name: Elizabeth H. Karter

Title: Managing Director

Date: 4/19/17

GRANTOR:

SAC ACQUISITION LLC

By: 

Name: Jack A. Krouse

Title: President & COO

Date: 4-17-17

SCHEDULE A
to
**TERMINATION AND RELEASE OF SECURITY INTEREST
IN PATENTS AND TRADEMARKS**

Patents

Number	Case Ref	Title	Official No.	Country	Case Status	Claims	Filing Date	Registration Date
1.	15605.1.1	Packaged furniture assembly and method thereof for compressible furniture	6952906	United States of America	Registered	Method of compression of foam bag	15-Sep-2003	11-Oct-2005
2.	15605.24	Modular furniture assembly	7213885	United States of America	Registered	<ul style="list-style-type: none"> • x=y+z • couplers 	10-Jun-2005	08-May-2007
3.	15605.24A	Modular furniture assembly	WO2006/135509	PCT	Expired	Expired	21-Dec-2006	
4.	15605.24A.1	Modular furniture assembly	1893053	European Patent Office	Renewal payment due 5/31/14	<ul style="list-style-type: none"> • x =y+z 	08-May-2006	
5.	15605.24A.2	Modular furniture assembly	2006258246	Australia	Registered	<ul style="list-style-type: none"> • x=y+z • couplers 	08-May-2006	11-Nov-2011
6.	15605.24A.3	Modular furniture assembly	2609450	Canada	Registered	<ul style="list-style-type: none"> • couplers • foot couplers 	08-May-2006	22-Feb-2011
7.	15605.24A.3.1	Modular furniture assembly	2725118	Canada	Registered	<ul style="list-style-type: none"> • x=y+z • x=y+z covers 	08-May-2006	17-Dec-2013
8.	15605.24A.4	Modular furniture assembly	ZL200680020709.1	China	Registered	<ul style="list-style-type: none"> • couplers 	08-May-2006	02-Feb-2011

Number	Case Ref	Title	Official No.	Country	Case Status	Claims	Filing Date	Registration Date
9.	15605.24A.4.1	Modular furniture assembly	08112275.3	Hong Kong	Registered	• couplers	08-May-2006	08-May-2011
10.	15605.24A.4.2	Modular furniture assembly	2010106034 26.8	China	Pending, response due 2-1-14	• x=y+z • covers	08-May-2006	
11.	15605.24A.4.2.1	Modular furniture assembly	12100100.3	Hong Kong	Pending, published	• x=y+z	05-Jan-2012	
12.	15605.24A.5	Modular furniture assembly	187872	Israel	Registered	• x=y+z • couplers	08-May-2006	29-May-2011
13.	15605.24A.6	Modular furniture assembly	2008- 545504	Japan	Registered	• x=y+z	08-May-2006	6-Jan-2012
14.	15605.24A.7	Modular furniture assembly	137934	Singapore	Registered	• x=y+z • couplers	08-May-2006	30-Apr-2008
15.	15605.24.2	Modular furniture assembly	7547073	United States of America	Registered	• Foot couplers • couplers	08-Jun-2006	16-Jun-2009
16.	15605.24.2.1	Modular furniture assembly	US-2009- 0315382-A1	United States of America	Registered	Deep sofa	15-Jun-2009	21-Jun-2011
17.	15605.24.2.1.1	Modular furniture assembly	2011- 0298340	United States of America	Issue fee paid 1/15/14	• Mounting platform	20-Jun-2011	
18.	15605.24.2a	Modular furniture assembly	WO2006/13 5855	PCT	Expired	Expired		
19.	15605.24.2A.1	Modular furniture assembly	10-2007- 7027932	Republic of Korea	Registered	• x=y+z • couplers	09-Jun-2006	9-Jun-2011

Number	Case Ref	Title	Official No.	Country	Case Status	Claims	Filing Date	Registration Date
20.	15605.24.2A.2	Modular furniture assembly	2006257890	Australia	Registered	<ul style="list-style-type: none"> • Foot couplers • couplers 	09-Jun-2006	9-Jun-2011
21.	15605.24.2A.3	Modular furniture assembly	2609477	Canada	Registered	<ul style="list-style-type: none"> • couplers • covers/assembly 	09-Jun-2006	22-Feb-2011
22.	15605.24.2A.4	Modular furniture assembly	ZL2006800 20768.9	China	Registered	<ul style="list-style-type: none"> • Foot couplers 	09-Jun-2006	02-Feb-2011
23.	15605.24.2a.4.1	Modular furniture assembly	08112321.7	Hong Kong	Registered	<ul style="list-style-type: none"> • Foot couplers 	09-Jun-2006	09-Jun-2011
24.	15605.24.2A.5	Modular furniture assembly	272420	Mexico	Registered	<ul style="list-style-type: none"> • x=y+z • couplers 	09-Jun-2006	04-Dec-2009
25.	15605.24.2A.6	Modular furniture assembly	564041	New Zealand	Registered	<ul style="list-style-type: none"> • x=y+z 	09-Jun-2006	08-Aug-2011
26.	15605.24.3	Modular furniture assembly	7419220	United States of America	Registered	<ul style="list-style-type: none"> • covers 	07-May-2007	02-Sep-2008
27.	15605.125	Modular Furniture Assembly and Display Kit with Coupling Assembly	61/413125	United States of America	Expired	<ul style="list-style-type: none"> • magnet furniture 	12-Nov-2010	
28.	15605.125.J	Modular Furniture Assembly and Display Kit with Coupling Assembly	025819/023 5	United States of America	Amendment filed 10/18/13	<ul style="list-style-type: none"> • magnet furniture 	14-Dec-2010	
29.	15605.145	Modular Shelving System	61/637630	United States of America	Expired	<ul style="list-style-type: none"> • Modular shelves 	24-Apr-2012	

Number	Case Ref	Title	Official No.	Country	Case Status	Claims	Filing Date	Registration Date
30.	15605.149	Modular Shelving Assembly with Universal Design Ratio	61774834	United States of America	Expired	<ul style="list-style-type: none"> Modular shelves 	08-Mar-2013	
31.	15605.149.1	Modular Shelving Assembly with Universal Design Ratio	137834284	United States of America	Pending -- waiting for first OA	<ul style="list-style-type: none"> Modular shelves 	15-Mar-2013	

Trademarks

Number	Case Ref	Title	Official No.	Country	Case Status	Class	Filing Date	Registration Date
1.	15605.6	LoveSac TM (filed by S. Nelson -- furniture)	2659121	United States of America	Registered	20	22-Jan-2002	10-Dec-2002
2.	15605.13A	LoveSac (furniture --class 20)	1033613	Australia	Registered	20	08-Dec-2004	25-Jul-2005
3.	15605.17	LoveSac (furniture, clothing, retail stores)	3035784	United States of America	Registered	20, 25, 30	13-Jan-2005	27-Dec-2005
4.	15605.18	Lovesac & Design -- trademark (furniture, clothing, retail stores)	3035785	United States of America	Registered	20, 25, 30	13-Jan-2005	27-Dec-2005
5.	15605.26	Sactionals (furniture)	3134349	United States of America	Registered	20	06-Apr-2005	22-Aug-2006

Number	Case Ref	Title	Official No.	Country	Case Status	Class	Filing Date	Registration Date
6.	15605.26a	Sactionals (furniture, furniture parts, fitted fabric furniture covers, cushions, pillows)	010412369	EPO	Registered	11, 20, 24	14-Nov-2011	24-Apr-2012
7.	15605.26b	Sactionals (furniture, furniture parts, fitted fabric furniture covers, cushions, pillows)	1551373	Canada	Registered	20	09-Nov-2011	31-May-2013
8.	15605.26c	Sactionals (furniture, furniture parts, fitted fabric furniture covers, cushions, pillows)	100057821	Taiwan	Registered	20, 24	11-Nov-2011	01-Jun-2013
9.	15605.26d	Sactionals (furniture, furniture parts, fitted fabric furniture covers, cushions, pillows)	10175883	China	Registered	20	11-Nov-2011	04-Jan-2013
10.	15605.28	DURAFoam	3234481	United States of America	Registered	17	29-Oct-2004	24-Apr-2007
11.	15605.30	SAC (Furniture)	3028008	United States of America	Registered	20	29-Sep-2004	13-Dec-2005
12.	15605.40	LoveSac (Furniture)	935449	Mexico	Registered	20	26-Aug-2005	29-May-2006
13.	15605.46	LoveSac (pillows, bedding, blankets and throws)	3244136	United States of America	Registered	20, 24	06-Jan-2006	22-May-2007
14.	15605.49	Squattoman (furniture)	3168679	United States of America	Registered	20	06-Jan-2006	07-Nov-2006

Number	Case Ref	Title	Official No.	Country	Case Status	Class	Filing Date	Registration Date
15.	15605.50	SuperSac (furniture, pillows)	3168632	United States of America	Registered	20	28-Dec-2005	07-Nov-2006
16.	15605.51	MovieSac (furniture, pillows)	3168678	United States of America	Registered	20	06-Jan-2006	07-Nov-2006
17.	15605.54	3-Bar Design	3409071	United States of America	Registered	20	06-Jan-2006	08-Apr-2008
18.	15605.56	LoveSac	TMA698659	Canada	Registered	20	18-Nov-2005	16-Oct-2007
19.	15605.61	LoveSac (furniture)	3252558	European Community	Registered	20	07-Sep-2003	20-Apr-2005
20.	15605.63	LoveSac (furniture, beanbags)	1031342	Australia	Registered	20	23-Nov-2004	23-Nov-2004
21.	15605.98	LoveSac (items including furniture)	45-0023943	Republic of Korea	Registered	20, 24, 25, 35	28-May-2007	18-Jul-2008
22.	15605.119	LOVESAC (furniture)	162679	Saudi Arabia	Registered	20	13-Dec-2010	25-Aug-2012
23.	15605.119.1	LOVESAC (advertising, business management, business administration, mail order catalogues etc)	162680	Saudi Arabia	Registered	35	13-Dec-2010	25-Aug-2012
24.	15605.131.1 (Michael Zheng)	LOVESAC	8465792	China	Registered	20	27-Oct-2010	21-Jul-2011
25.	15605.136	LOVESAC (Handbags)	8540404	United States of America	Pending	18	23-Aug-2011	

Number	Case Ref	Title	Official No.	Country	Case Status	Class	Filing Date	Registration Date
26.	15605.137	LOVESAC (furniture, furniture parts, fitted fabric covers, chairs, pillows, tables, mattress toppers, cushions)	100057820	Taiwan	Registered	20	11-Nov-2011	01-Jul-2012
27.	15605.138	LOVESAC (furniture, furniture parts, fitted fabric covers, chairs, pillows, tables, mattress toppers, cushions)	302082744	Hong Kong	Registered	20	11-Nov-2011	09-Oct-2012
28.	15605.148	LOVESAC (furniture, furniture parts, fitted fabric covers, chairs, pillows, tables, mattress toppers, cushions, on-line retail store services featuring furniture and clothing)	958852	New Zealand	Registered	20, 35	15-May-2012	06-Nov-2012
29.	TBD	GUARANTEED FOR LIFE AND LIVING.	TBD		TBD	20, 35	PENDING	TBD
30.	TBD	LOVE IN FURNITURE FORM	TBD		TBD	20, 35	PENDING	TBD