# OP \$140.00 7510842

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM449150

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

### **CONVEYING PARTY DATA**

| Name                              | Formerly | Execution Date | Entity Type                                    |
|-----------------------------------|----------|----------------|--|
| U.S. Bank National<br>Association |          | 10/30/2017     | National Banking Association:<br>UNITED STATES |

### **RECEIVING PARTY DATA**

| Name:           | Hy Cite Corporation    |
|-----------------|------------------------|
| Street Address: | 333 Holtzman Road      |
| City:           | Madison                |
| State/Country:  | WISCONSIN              |
| Postal Code:    | 53713                  |
| Entity Type:    | Corporation: WISCONSIN |

### **PROPERTY NUMBERS Total: 5**

| Property Type  | Number   | Word Mark           |
|----------------|----------|---------------------|
| Serial Number: | 75108424 | INFINITY            |
| Serial Number: | 75108423 | LUMINA              |
| Serial Number: | 74708540 | REDI-TEMP           |
| Serial Number: | 73775889 | WELLNESS CONNECTION |
| Serial Number: | 73396615 | ROYAL PRESTIGE      |

### **CORRESPONDENCE DATA**

**Fax Number:** 6082832275

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:** 608-257-3501

**Email:** kateelin@michaelbest.com

Correspondent Name: Kelly Teelin
Address Line 1: 1 S. Pinckney St.

Address Line 2: Ste. 700

Address Line 4: Madison, WISCONSIN 53703

| NAME OF SUBMITTER: | Kelly Teelin     |
|--------------------|------------------|
| SIGNATURE:         | /s/ Kelly Teelin |
| DATE SIGNED:       | 10/31/2017       |

Total Attachments: 4

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### RELEASE OF TRADEMARK SECURITY INTEREST

THIS RELEASE OF TRADEMARK SECURITY INTEREST (the "Release"), dated as of October 30, 2017, is made by U.S. Bank National Association ("Secured Party") in favor of Hy Cite Corporation, a Wisconsin corporation ("Debtor").

WHEREAS, Debtor entered into an Amended and Restated Loan and Security Agreement with the Secured Party, as Agent for the lenders from time to time a party thereto, dated October 10, 2003 (the "Loan Agreement");

WHEREAS, in connection with the Loan Agreement, Debtor executed and delivered to Secured Party that certain Notice of Grant of Security Interest in Trademarks (the "Collateral Agreement");

WHEREAS, pursuant to the Collateral Agreement, Debtor pledged and granted to Secured Party a security interest in and to all of the right, title and interest of Debtor in, to and under the Trademarks (as defined below);

WHEREAS, the Collateral Agreement was recorded at the United States Patent and Trademark Office at Reel 002846/Frame 0819 on October 20, 2003; and

WHEREAS, Debtor has requested that Secured Party enter into this Release in order to accomplish and evidence the release and reassignment of any and all right, title and interest Secured Party may have in the Trademarks pursuant to the Collateral Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party hereby states as follows:

- 1. <u>Definition</u>. The term "Trademarks," as used herein, shall mean all of Debtor's right, title and interest of every kind and nature as of the date hereof in any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, sponsorship, association or origin, whether registered or unregistered, including the trademark registrations set forth in <u>Schedule 1</u> hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof ("Trademarks");
- 2. <u>Release of Security Interest</u>. Secured Party hereby terminates, releases and discharges its security interest in and to the Trademarks, and all other right, title, and interest in and to the Trademarks, and reassigns to Debtor any and all such right, title and interest that Secured Party may have in the Trademarks.
- 3. <u>Further Assurances</u>. Secured Party agrees to execute, acknowledge, procure and deliver to Debtor any and all further documents or instruments and do any and all further acts which Debtor (or its respective agents, designees or assignees) reasonably requests in order to

confirm, effectuate or record this Release and Debtor's (or its assignees') right, title and interest in and to the Trademarks.

4. <u>Governing Law.</u> This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Wisconsin, without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction).

[Signatures on Following Page]

IN WITNESS WHEREOF, Secured Party has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

# SECURED PARTY:

U.S. BANK NATIONAL ASSOCIATION, a national banking association, as Agent\_

By:

Name:

Title: Sr. Vise (

# SCHEDULE 1 TRADEMARK REGISTRATIONS

| <u>Marks</u>        | SERIAL NO. | REG. No.  |
|---------------------|------------|-----------|
| INFINITY            | 75/108,424 | 2,098,986 |
| LUMINA              | 75/108,423 | 2,098,985 |
| REDI-TEMP           | 74/708,540 | 2,005,865 |
| WELLNESS CONNECTION | 73/775,889 | 1,600,432 |
| ROYAL PRESTIGE      | 73/396,615 | 1,292,937 |

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