

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM458702

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KeyBank National Association		01/18/2018	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	The Talaria Company, LLC		
Street Address:	One Little Harbor Landing		
City:	Portsmouth		
State/Country:	RHODE ISLAND		
Postal Code:	02871		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	1502956	HINCKLEY	
Registration Number:	1376769	HINCKLEY	
Registration Number:	0888178	HINCKLEY	
Registration Number:	0838262		
Registration Number:	0843134	H	
Registration Number:	0440163	SOU'WESTER	
Registration Number:	2783466	HINCKLEY	
Registration Number:	2415096	HINCKLEY	
Registration Number:	2403202	JETSTICK	
Registration Number:	2372018	PICNIC BOAT	
Registration Number:	2382379	TALARIA	
Registration Number:	1646781	BLACK WATCH	
Registration Number:	1646782	LITTLE HARBOR	
Registration Number:	2114506	WHISPERJET	
CORRESPONDENCE DATA			
Fax Number:	2077911350		
<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>			

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Phone: 207-791-1100
Email: trademark@pierceatwood.com
Correspondent Name: Pierce Atwood LLP
Address Line 1: 254 Commercial Street
Address Line 4: Portland, MAINE 04101

ATTORNEY DOCKET NUMBER: 11597/8892

NAME OF SUBMITTER: Jonathan M. Gelchinsky

SIGNATURE: /Jonathan M. Gelchinsky/

DATE SIGNED: 01/19/2018

Total Attachments: 4

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RELEASE OF TRADEMARK SECURITY INTEREST

This Release of Trademark Security Interest ("Release") is made and effective as of January 18, 2018 and granted by KEYBANK NATIONAL ASSOCIATION ("KeyBank"), a national banking association, as Lender under the Loan Agreement referred to below, in favor of THE TALARIA COMPANY, LLC, a Delaware limited liability company (the "Grantor") and its successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Amended and Restated Loan Agreement dated as of March 16, 1999 (the "Loan Agreement") among the Grantor, The Hinckley Company, Talaria Holdings, Inc. and Talaria Holdings, LLC and KeyBank, the Grantor executed and delivered to the Lender that certain Patent and Trademark Security Agreement by and between the Grantor and KeyBank dated as of March 16, 1999 (the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to KeyBank a security interest in and to all of the right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below);

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office at Reel 1905, Frame 920 on May 27, 1999; and

WHEREAS, the Grantor has requested that KeyBank enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest KeyBank may have in the Trademark Collateral pursuant to the Security Agreement.

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

1. Release of Security Interest. KeyBank hereby terminates the Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreement in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under the following (collectively, the "Trademark Collateral"):

(a) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, whether registered or unregistered, including the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof ("Trademarks");

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all license and other agreements in which Grantor has granted or is granted a license or other right to use any Trademarks

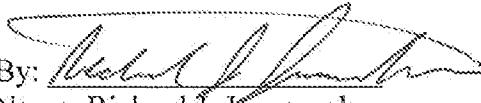
(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Further Assurances. KeyBank agrees, at the Grantor's expense, to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

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

KEYBANK NATIONAL ASSOCIATION,
as Lender

By: 
Name: Richard J. Januszczok
Title:

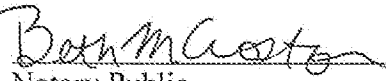
Address for Notices:
KeyBank National Association
4910 Tiedeman Road
Brooklyn, Ohio 44144

STATE OF OHIO
COUNTY OF CUYAHOGA, SS.

On the 18th day of January, 2018, before me personally appeared Richard J. Januszczok, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Paid Loan specialist of KeyBank the national banking association described, and acknowledged the instrument to be the free act and deed of KeyBank for the uses and purposes mentioned in the instrument.



BETH M. CROSTON
Notary Public, State of Ohio
My Commission Expires
October 10, 2022


Notary Public
Printed Name:

My Commission Expires: 10/10/22

SCHEDULE 1

TRADEMARKS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
HINCKLEY	USA	1,502,956	9/6/88
HINCKLEY	USA	1,376,769	1/7/86
HINCKLEY	USA	888,178	3/24/70
Talaria Design	USA	838,262	11/7/67
H and Design	USA	843,134	1/30/68
SOU'WESTER	USA	440,163	8/17/48
HINCKLEY	USA	2,783,466	11/18/03
HINCKLEY	USA	2,415,096	12/26/00
JETSTICK	USA	2,403,202	11/14/00
PICNIC BOAT	USA	2,372,018	8/1/00
TALARIA	USA	2,382,379	9/5/00
BLACK WATCH	USA	1,646,781	6/4/91
LITTLE HARBOR	USA	1,646,782	6/4/91
WHISPERJET	USA	2,114,506	11/18/97