

900434899 01/09/2018

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM457390

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ACF FinCo I LP		12/20/2017	Limited Partnership: NEW YORK

RECEIVING PARTY DATA

Name:	Lifespan Brands LLC
Street Address:	1200 Thorndale Ave.
City:	Elk Grove Village
State/Country:	ILLINOIS
Postal Code:	60007
Entity Type:	DELAWARE

LLC

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	852625	LAVA LITE
Registration Number:	912764	THE WAVE
Registration Number:	1611140	
Registration Number:	2113753	
Registration Number:	2121684	LAVA
Registration Number:	2314046	
Registration Number:	2316231	
Registration Number:	4043605	LAVA
Registration Number:	2733775	
Registration Number:	3737781	BLIP
Registration Number:	2591733	
Registration Number:	2799386	LAVA
Registration Number:	2972900	LAVA BRAND
Registration Number:	2883215	END UPS
Registration Number:	4195340	CLEARVIEW

OP \$390.00 852625

CORRESPONDENCE DATA

Fax Number: 2024202201

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: 202-420-2200
Email: GZicarelli@BlankRome.com
Correspondent Name: Blank Rome LLP
Address Line 1: 1825 Eye Street, NW
Address Line 4: Washington, D.C. 20006

NAME OF SUBMITTER:	Gabriella E. Zicarelli
SIGNATURE:	/GEZ/
DATE SIGNED:	01/09/2018

Total Attachments: 4

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**TERMINATION AND RELEASE OF
SECURITY AGREEMENT**

This TERMINATION AND RELEASE effective as of December 20, 2017 from ACF FinCo I LP, a Delaware limited partnership ("Lender") to Lifespan Brands LLC, a Delaware limited liability company (the "Borrower").

WITNESSETH:

WHEREAS Lava Lite LLC, a Delaware limited liability company, executed a Loan and Security Agreement with Keltic Financial Partners II, LP, a Delaware limited partnership ("Keltic Financial"), on September 9, 2011 ("Loan Agreement") and pursuant to said Loan Agreement executed a Patent and Trademark Security Agreement on September 9, 2011 ("Keltic Financial Security Agreement"), which was recorded in the United States Patent and Trademark Office at Trademark Reel 004620 Frame 0382 and Patent Reel 026883 Frame 0762 (the Loan Agreement and the Keltic Financial Security Agreement collectively referred to as the "Loan Documents");

WHEREAS pursuant to the Loan Documents, a security interest ("Security Interest") was granted by Lava Lite LLC to Keltic Financial in the Trademarks and Patents (as defined in the Keltic Financial Security Agreement) including without limitation those United States trademark registrations, trademark registration applications, patents, and patent applications listed on Schedule I hereto (collectively, the "Released Collateral");

WHEREAS Keltic Financial and Lender executed an Assignment of Security Interests in Intellectual Property Collateral as of June 4, 2014 whereby Keltic Financial assigned the Loan Documents and the Security Interest to Lender ("Security Assignment Agreement"), which was recorded in the United States Patent and Trademark Office at Trademark Reel 005483 Frame 0495 and Patent Reel 034924 Frame 0259;

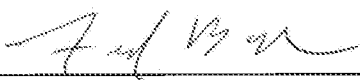
WHEREAS Lava Lite LLC changed its name to Lifespan Brands LLC on January 29, 2016, which was recorded at Trademark Reel 5737 Frame 0076;

WHEREAS the Lender now desires to terminate and release the entirety of its Security Interest in the Released Collateral under the Security Assignment Agreement and the Loan Documents;

NOW THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Released Collateral pursuant to the Security Assignment Agreement and the Loan Documents, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Lender hereby states as follows:

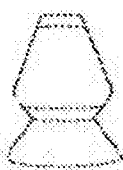
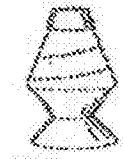
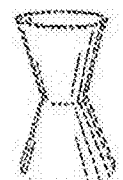
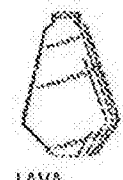


Release of Security Interest. The Lender hereby terminates, releases and discharges the Security Interest in and any and all claims against the Released Collateral, and any right, title and interest of the Lender, its successors and assigns, in such Released Collateral shall hereby cease and become void.

ACF FINCO I LP

By: 
Name: FRED BUBECK
Title: VICE PRESIDENT

SCHEDULE I

Trademarks

Lava Lite, LLC Lava Lite, LLC	852625 912764	LAVA LITE THE WAVE 
Lava Lite, LLC	1611140	
Lava Lite, LLC Lava Lite, LLC	2113753 2121684	LAVA 
Lava Lite, LLC	2314046	
Lava Lite, LLC Lava Lite, LLC	2316231 4043605	LAVA 
Lava Lite, LLC Lava Lite, LLC	2733775 3737781	BLIP 
Lava Lite, LLC Lava Lite, LLC Lava Lite, LLC Lava Lite, LLC	2591733 2799386 2972900 2883215	LAVA LAVA BRAND END UPS
Lava Lite, LLC	4195340	CLEARVIEW

Patents

Lava Lite, LLC
Lava Lite, LLC

7871173
7717581

MULTI-COLORED LIGHTING DEVICE
COLOR CHANGING LIGHTING DEVICE