# OP \$40.00 85682299

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM471564

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

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Balance Point Capital Partners, L.P.		04/26/2018	Limited Partnership: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Roominate, LLC	
Street Address:	1400 E. Inman Parkway	
City:	Beloit	
State/Country:	WISCONSIN	
Postal Code:	53511	
Entity Type:	Limited Liability Company: DELAWARE	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark	
Serial Number:	85682299	ROOMINATE	

## **CORRESPONDENCE DATA**

**Fax Number:** 2033255001

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

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: mholmes@fdh.com
Correspondent Name: Matthew Holmes
Address Line 1: Six Landmark Square

Address Line 2: Suite 600

Address Line 4: Stamford, CONNECTICUT 06901

NAME OF SUBMITTER:	Matthew Holmes
SIGNATURE:	/Matthew Homles/
DATE SIGNED:	04/27/2018

### **Total Attachments: 3**

source=Executed - Roominate - Balance Point - Trademark (TM) Release (2018-Apr-26)#page1.tif source=Executed - Roominate - Balance Point - Trademark (TM) Release (2018-Apr-26)#page2.tif source=Executed - Roominate - Balance Point - Trademark (TM) Release (2018-Apr-26)#page3.tif

TRADEMARK 900448343 REEL: 006321 FRAME: 0533

### RELEASE OF TRADEMARK SECURITY AGREEMENT

This Release of Trademark Security Agreement (the "**Release**") is made and effective as of April 26, 2018 and granted by Balance Point Capital Partners, L.P., a Delaware limited partnership (the "**Lender**"), in favor of Roominate, LLC, a Delaware limited liability company (the "**Debtor**").

WHEREAS, pursuant to the terms and conditions of that certain Credit Agreement dated as of September 10, 2014 by and among Patch Products, LLC, TS-Patch Holdings, LLC and other parties from time to time, and Lender, as amended, restated, supplemented or otherwise modified from time to time, Debtor and Lender entered into that certain Trademark Security Agreement dated as of January 6, 2016 (the "Security Agreement"), which was recorded with the United States Patent and Trademark Office on February 10, 2016 at Reel/Frame 5728/0292;

**WHEREAS**, the Debtor collaterally assigned to the Lender a security interest in all of Debtor's right, title and interest in, to and under the trademarks identified in <u>Schedule A</u> attached hereto (the "**Intellectual Property**"); and

**WHEREAS**, the Lender has agreed to release its security interest in the Intellectual property and terminate such Security Agreement.

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

- 1. <u>Release of Security Interest</u>. Lender 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 Debtor, and reassigns to the Debtor any and all right, title and interest that it may have, in or to the Intellectual Property.
- 2. <u>Further Assurances</u>. Lender agrees, at the Debtor's expense, to take all further actions, and provide to the Debtor 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 Debtor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.
- 3. Governing Law. 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 shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[signature page follows]

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

> BALANCE POINT CAPITAL PARTNERS, L.P., as Administrative Agent

By: BALANCE POINT CAPITAL MANAGERS, LLC

Its: General Partner

Name: Seth Alvord
Title: Managing Member

# **SCHEDULE A**

Jurisdiction	Mark	App. No.	Filing Date	Reg. No	Reg. Date
United States	Roominate	85/682,299	07/20/2012	4,371,048	07/23/2013

3

**RECORDED: 04/27/2018** 

TRADEMARK REEL: 006321 FRAME: 0536