

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM475140

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900439937
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Suntrust Bank		01/12/2018	Corporation: GEORGIA

## RECEIVING PARTY DATA

<b>Name:</b>	FXI, Inc.
<b>Street Address:</b>	1400 North Providence Road
<b>City:</b>	Media
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19063
<b>Entity Type:</b>	Corporation: DELAWARE

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
<b>Registration Number:</b>	2924366	SLEEP SOLUTIONS

## 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.*

**Phone:** 5028250220  
**Email:** acahill@cahill-ip.com  
**Correspondent Name:** Amy Sullivan Cahill  
**Address Line 1:** 6013 Brownsboro Park Boulevard  
**Address Line 2:** Suite B  
**Address Line 4:** Louisville, KENTUCKY 40207

<b>NAME OF SUBMITTER:</b>	Christina I. Ryan
<b>SIGNATURE:</b>	/christina i. ryan/
<b>DATE SIGNED:</b>	05/23/2018

## Total Attachments: 4

source=USPTO FXI - SunTrust - Partial Trademark Release - Sleep Solutions#page1.tif  
source=USPTO FXI - SunTrust - Partial Trademark Release - Sleep Solutions#page2.tif  
source=USPTO FXI - SunTrust - Partial Trademark Release - Sleep Solutions#page3.tif



## PARTIAL TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

This PARTIAL TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (this "Release") is made as of January 12, 2018 ("Effective Date"), by SUNTRUST BANK, a Georgia banking corporation, in its capacity as agent for the Lenders (together with its successors in such capacity, "Agent"), in favor of FXI, INC., a Delaware corporation ("Company").

WHEREAS, reference is made to that certain Revolving Credit Agreement, dated as of November 2, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Company, certain Affiliates of Company that may join the Credit Agreement as a borrower after the date thereof, Agent, Lenders and other parties thereto;

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement, dated as of November 2, 2017 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Trademark Security Agreement"), by Company in favor of Agent, Company granted, assigned and pledged to Agent, for the benefit of the Secured Parties, a security interest in and to certain intellectual property of Company;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on November 2, 2017 at Reel 6195 and Frame 0679; and

WHEREAS, Agent now desires to release its security interest in certain of the Trademark Collateral (as such term is defined in the Trademark Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby covenants and agrees as follows:

1. Defined Terms. Unless otherwise specified herein, all capitalized terms used but not defined herein have the meanings given to them in the Credit Agreement or the Trademark Security Agreement, as appropriate.

2. Release of Grant of Security Interest. Agent, on behalf of Secured Parties, hereby terminates, releases and discharges all of its security interest and the other Secured Parties' security interest in all of Company's right, title and interest in and to the Trademark Collateral set forth on Schedule A (the "Released Trademark Collateral") granted pursuant to the Trademark Security Agreement, and reassigns to Company all right, title and interest of Agent and of the other Secured Parties in the Released Trademark Collateral.

3. Recordation. Agent authorizes and requests that the Commissioner of Trademarks and any other applicable government officer or relevant governmental authority record this Release.

4. No Novation. Except as expressly set forth above with respect to the Released Trademark Collateral, nothing contained herein shall terminate, release, discharge, affect or impair any other security interest, Lien, rights or interests of Agent or any other Secured Party, or authorize any Person to take any action effectuating any of the foregoing, as to any other Trademark Collateral or as to any other Loan Document.

5. Governing Law. This Release shall be construed in accordance with and governed by the laws of the State of New York.

IN WITNESS WHEREOF, Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

SUNTRUST BANK, as Agent

By: 

Name: Michael Dembski

Title: Director

[Signature Page to SunTrust Partial Termination and Release of Trademark Security Agreement]

**Schedule A**

Trademark Name	Country	Status	App Number	Filing Date	Reg. Number	Reg. Date	Owner/Assignee
SLEEP SOLUTIONS	USA	Registered	78/272462	10-Jul-03	2924366	01-Feb-05	FXI, Inc.

[Schedule A to SunTrust Partial Termination and Release of Trademark Security Agreement]

original

