# OP \$40.00 2924366

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM475148

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
SEQUENCE:	2		

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association		01/12/2018	National Banking Association: UNITED STATES

### **RECEIVING PARTY DATA**

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

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

Property Type	Number	Word Mark			
Registration Number:	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 Blvd., Suite B

Address Line 4: Louisville, KENTUCKY 40207

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

# **Total Attachments: 3**

source=FXI US Bank Partial Trademark Release#page1.tif source=FXI US Bank Partial Trademark Release#page2.tif source=FXI US Bank Partial Trademark Release#page3.tif

> TRADEMARK REEL: 006334 FRAME: 0855

### 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 U.S. BANK NATIONAL ASSOCIATION, a national banking association, in its capacity as collateral agent for the Note Secured Parties (as defined in the Indenture referred to below), (together with its successors in such capacity, "Agent"), in favor of FXI, INC., a Delaware corporation ("Company").

WHEREAS, reference is made to that certain Indenture, dated as of November 2, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "<u>Indenture</u>"), by and among Company, certain Affiliates of Company that may join the Indenture as a guarantor after the date thereof, and Agent;

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 "<u>Trademark Security Agreement</u>"), by Company in favor of Agent, Company granted, assigned and conveyed to Agent, for the benefit of the Note 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 0690; 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. <u>Defined Terms</u>. Unless otherwise specified herein, all capitalized terms used but not defined herein have the meanings given to them in the Indenture or the Trademark Security Agreement, as appropriate.
- 2. <u>Partial Release of Grant of Security Interest</u>. Agent, on behalf of itself and Note Secured Parties, hereby terminates, releases and discharges all of its security interest and the Note Secured Parties' security interest in all of Company's right, title and interest in and to the Trademark Collateral set forth on <u>Schedule A</u> granted pursuant to the Trademark Security Agreement, and reassigns and conveys to Company all right, title and interest of Agent and of the Note Secured Parties in such Trademark Collateral.
- 3. <u>Recordation</u>. Agent authorizes and requests that the Commissioner of Trademarks and any other applicable government officer or relevant governmental authority record this Release.
- 4. <u>Further Assurances</u>. Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, in each case at Company's expense, as may be reasonably necessary to effect the release of the security interest in the Trademark Collateral contemplated hereby.
- 5. <u>Governing Law</u>. This Release shall be construed in accordance with and governed by the laws of the State of New York.

[Signature page follows]

TRADEMARK REEL: 006334 FRAME: 0856 IN WITNESS WHEREOF, Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

U.S. BANK NATIONAL ASSOCIATION, as Agent

By:	Jack Illen
Name	2' Apple Charin
	Vico Produces
Title:	'

[Signature Page to US Bank 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 US BANK Partial Termination and Release of Trademark Security Agreement]

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TRADEMARK **REEL: 006334 FRAME: 0858** 

**RECORDED: 05/23/2018**