

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM488771

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wells Fargo Bank		09/04/2018	National Banking Association:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ellery Holdings, LLC		
<b>Street Address:</b>	295 Fifth Avenue		
<b>Internal Address:</b>	Suite 1212		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10016		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 25</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3804036	A FASHIONABLE ALTERNATIVE TO VERTICAL BL	
<b>Registration Number:</b>	3755643	ABSOLUTE ZERO	
<b>Registration Number:</b>	3146942	ECLIPSE	
<b>Registration Number:</b>	3804035	GIVE THEM A BETTER NIGHT'S SLEEP!	
<b>Registration Number:</b>	3160777	HEADS UP	
<b>Registration Number:</b>	2870496	THE GREAT OUTDOORS	
<b>Registration Number:</b>	3551012	THERMABACK	
<b>Registration Number:</b>	3640763	THERMALAYER	
<b>Registration Number:</b>	3620238	THERMALINER	
<b>Registration Number:</b>	3551011	THERMAWEAVE	
<b>Registration Number:</b>	4238187	CURTAINFRESH	
<b>Registration Number:</b>	4617792	CURTAINFRESH	
<b>Registration Number:</b>	3986996	COMFORTTECH	
<b>Serial Number:</b>	85024061	AT EASE	
<b>Serial Number:</b>	77601559	GREAT SLEEP - DAY OR NIGHT	
<b>Serial Number:</b>	77634565	OFF CAMPUS	
<b>Serial Number:</b>	85099709	PARASOL	
<b>Serial Number:</b>	85106879	PARASOL	

CH \$640.00 3804036

Property Type	Number	Word Mark
Serial Number:	77822846	PEACEFUL SLEEP FOR BABY
Serial Number:	77685133	SOLAR SHEER
Serial Number:	85125977	SOLAR SHEER
Serial Number:	77685142	SOLAR SHEERS
Serial Number:	85126006	SOLAR SHEERS
Serial Number:	85126692	SUNDOWN
Serial Number:	85099036	THE GREAT OUTDOORS

**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.*

**Email:** STOKESB@GTLAW.COM

**Correspondent Name:** BETHANY STOKES

**Address Line 1:** Greenberg Traurig, LLP

**Address Line 2:** ONE INTERNATIONAL PLACE SUITE 2000

**Address Line 4:** BOSTON, MASSACHUSETTS 02110

<b>NAME OF SUBMITTER:</b>	Bethany Stokes
<b>SIGNATURE:</b>	/Bethany A. Stokes/
<b>DATE SIGNED:</b>	09/05/2018

**Total Attachments: 6**

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**TERMINATION AND RELEASE OF  
PATENT AND TRADEMARK SECURITY AGREEMENT**

This Termination and Release of Patent and Trademark Security Agreement, (this "Release Agreement"), dated as of September 4, 2018, is made by Wells Fargo Bank, National Association, a United States National Association ("Lender") in favor of Ellery Holdings, LLC, a Delaware limited liability company (the "Grantor").

WHEREAS, Grantor and Lender entered into that certain Patent and Trademark Security Agreement, dated as of December 23, 2010 (as amended, supplemented or otherwise modified from time to time, the "Patent and Trademark Security Agreement"), whereby Grantor granted to Lender a security interest in all of Grantor's right, title and interest in and to the Patents and Trademarks (as such terms are defined in the Patent and Trademark Agreement) including the patents, patent applications, trademarks and trademark applications listed on Schedule A attached hereto; and

WHEREAS, the Patent and Trademark Security Agreement was recorded (i) with regard to Patents with the United States Patent and Trademark Office on February 16, 2011, at Reel 025810, Frame 0737, and (ii) with regard to Trademarks with the United States Patent and Trademark Office on February 6, 2011 at Reel 4481, Frame 0273;

WHEREAS, the obligations secured by said security interest have been paid in full or otherwise satisfied; and

WHEREAS, the Lender has agreed to terminate and release its security interest and all of its right, title and interest in each of the Patents and Trademarks, as herein provided.

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

1. Release and Assignment. The Lender hereby discharges, terminates and releases its security interest in all of the Patents and Trademarks (including those listed on Schedule A hereto), and the Lender hereby assigns and transfers to the Grantor, without recourse, all of the Lender's right, title and interest in and to each of the Patents and Trademarks and the related registrations and goodwill, effective as of the date set forth above. The Lender authorizes the recording officer in the United States Patent and Trademark Office to cancel these security agreements of record

2. Further Assurances. Lender hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or are required in order to more fully and effectively carry out the purposes of this Release Agreement at the Grantor's sole cost and expense.

[Signature Page Follows]

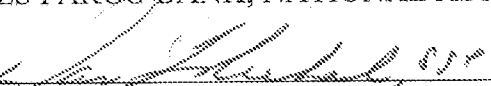
IN WITNESS WHEREOF, the Lender has executed this Termination and Release of Patent and Trademark Security Agreement as of the date written above.

WELLS FARGO BANK, NATIONAL ASSOCIATION

By

Name:

Title:

  
\_\_\_\_\_  
David M. [unclear]  
\_\_\_\_\_  
Senior Vice President

**SCHEDULE A**

**PATENTS**

EXHIBIT A

PATENTS

UNITED STATES ISSUED PATENTS

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
Fabric Panel Adaptable Drape, as Curtain, Shade and Valence	7.942,186	May 17, 2011

UNITED STATES ISSUED PATENT APPLICATIONS

<u>Title</u>	<u>Serial Number</u>	<u>Filing Date</u>
<i>None</i>		

FOREIGN ISSUED PATENTS

<u>Title</u>	<u>Country</u>	<u>Patent Number</u>	<u>Issue Date</u>
<i>None</i>			

FOREIGN PATENT APPLICATIONS

<u>Title</u>	<u>Country</u>	<u>Serial Number</u>	<u>Filing Date</u>
<i>None</i>			

## TRADEMARKS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
A FASHIONABLE ALTERNATIVE TO VERTICAL BLINDS	3,804,036	June 15, 2010
ABSOLUTE ZERO	3,755,643	March 2, 2010
ECLIPSE	3,146,942	September 19, 2006
GIVE THEM A BETTER NIGHT'S SLEEP!	3,804,035	June 15, 2010
HEADS UP	3,160,777	October 17, 2006
THE GREAT OUTDOORS & DESIGN	2,870,496	August 3, 2004
THERMABACK	3,551,012	December 23, 2008
THERMALAYER	3,640,763	June 16, 2009
THERMALINER	3,620,238	May 12, 2009
THERMAWEAVE	3,551,011	December 23, 2008
CURTAINFRESH	4,238,187	November 6, 2012
CURTAINFRESH (stylized)	4,617,792	October 7, 2014
COMFORTTECH	3,986,996	June 28, 2011

## UNITED STATES APPLICATIONS

<u>Mark</u>	<u>Application Number</u>	<u>Application Date</u>
AT EASE	85/024,061	April 27, 2010
GREAT SLEEP - DAY OR NIGHT	77/601,559	October 27, 2008
OFF CAMPUS	77/634,565	December 16, 2008
PARASOL	85/099,709	August 4, 2010

PARASOL (stylized)	85/106,879	August 13, 2010
PEACEFUL SLEEP FOR BABY	77/822,846	September 9, 2009
SOLAR SHEER	77/685,133	March 6, 2009
SOLAR SHEER	85/125,977	September 9, 2010
SOLAR SHEERS	77/685,142	March 6, 2009
SOLAR SHEERS	85/126,006	September 9, 2010
SUNDOWN	85/126,692	September 10, 2010
THE GREAT OUTDOORS	85/099,036	August 3, 2010

FOREIGN REGISTRATIONS

<u>Mark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
ABSOLUTE ZERO	Hong Kong	301257345	December 15, 2008
ABSOLUTE ZERO	Japan	5281749	November 20, 2009
ABSOLUTE ZERO	Taiwan	01383981	November 1, 2009
ECLIPSE	Hong Kong	301134693	January 29, 2009
ECLIPSE	Taiwan	01358293	April 16, 2009
ECLIPSE (color and device)	Japan	5353997	May 21, 2010
ECLIPSE and DESIGN	Mexico	1090887	March 20, 2009

FOREIGN APPLICATIONS

<u>Mark</u>	<u>Country</u>	<u>Application Number</u>	<u>Application Date</u>
ABSOLUTE ZERO	Canada	1417723	November 10, 2008
ABSOLUTE ZERO	European	007471311	December 17, 2008

Community

ABSOLUTE ZERO	Mexico	NA	December 12, 2008
ABSOLUTE ZERO	China	726048	March 18, 2009
ABSOLUTE ZERO	Korea	4020090021934	May 13, 2009
ECLIPSE	Canada	1426051	January 29, 2009
ECLIPSE	China	6884568	August 6, 2008

COLLECTIVE MEMBERSHIP MARKS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
<i>None</i>		

FOREIGN UNREGISTERED MARKS

<u>Mark</u>	<u>Country</u>
ABSOLUTE ZERO	China
ABSOLUTE ZERO	Republic of Korea
ECLIPSE	Japan