

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM488774

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank		09/04/2018	National Banking Association:
RECEIVING PARTY DATA			
Name:	Ellery Holdings, LLC (formerly Ellery Homestyles, LLC)		
Street Address:	295 Fifth Avenue		
Internal Address:	Suite 1212		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	3146942	ECLIPSE	
Registration Number:	2870496	THE GREAT OUTDOORS	
Registration Number:	3551012	THERMABACK	
Registration Number:	3640763	THERMALAYER	
Registration Number:	3620238	THERMALINER	
Registration Number:	3551011	THERMAWEAVE	
Registration Number:	3804036	A FASHIONABLE ALTERNATIVE TO VERTICAL BL	
Registration Number:	3755643	ABSOLUTE ZERO	
Registration Number:	3804035	GIVE THEM A BETTER NIGHT'S SLEEP!	
Registration Number:	3160777	HEADS UP	
Serial Number:	78611803	AT EASE	
Serial Number:	77601559	GREAT SLEEP - DAY OR NIGHT	
Serial Number:	77634565	OFF CAMPUS	
Serial Number:	77685133	SOLAR SHEER	
Serial Number:	77685142	SOLAR SHEERS	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

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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

NAME OF SUBMITTER:	Bethany Stokes
SIGNATURE:	/Bethany A. Stokes/
DATE SIGNED:	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 (formerly Ellery Homestyles, LLC) (the “Grantor”).

WHEREAS, Grantor and Lender entered into that certain Patent and Trademark Security Agreement, dated as of August 20, 2009 (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 trademarks and trademark applications listed on Schedule A attached hereto; and

WHEREAS, the Patent and Trademark Security Agreement was recorded with regard to Trademarks with the United States Patent and Trademark Office on August 28, 2009 at Reel 4054, Frame 0330;

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 [Signature]
Name: DAVID MICHAELS
Title: Senior Vice President

SCHEDULE A

PATENTS

UNITED STATES ISSUED PATENTS

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

UNITED STATES ISSUED PATENT APPLICATIONS

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

FOREIGN ISSUED PATENTS

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

FOREIGN PATENT APPLICATIONS

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

TRADEMARKS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
ECLIPSE	3,146,942	September 19, 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
A FASHIONABLE ALTERNATIVE TO VERTICAL BLINDS	3,804,036	June 15, 2010
ABSOLUTE ZERO	3,755,643	March 2, 2010
GIVE THEM A BETTER NIGHT'S SLEEP!	3,804,035	June 15, 2010
HEADS UP	3,160,777	October 17, 2006

UNITED STATES APPLICATIONS

<u>Mark</u>	<u>Application Number</u>	<u>Application Date</u>
AT EASE	78/611,803	April 19, 2005
GREAT SLEEP - DAY OR NIGHT	77/601,559	October 27, 2008
OFF CAMPUS	77/634,565	December 16, 2008
SOLAR SHEER	77/685,133	March 6, 2009
SOLAR SHEERS	77/685,142	March 6, 2009

FOREIGN REGISTRATIONS

<u>Mark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
ABSOLUTE ZERO	Hong Kong	301257345	December 15, 2008
ECLIPSE	Taiwan	01358293	April 16, 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 Community	007471311	December 17, 2008
ABSOLUTE ZERO	Japan	200935597	May 14, 2009
ABSOLUTE ZERO	Mexico	NA	December 12, 2009
ABSOLUTE ZERO	Taiwan	NA	January 22, 2009
ECLIPSE	Canada	1426051	January 29, 2009
ECLIPSE	China	6884568	August 6, 2008
ECLIPSE	Hong Kong	301134693	June 10, 2008
ECLIPSE and DESIGN	Mexico	953293	August 7, 2008

COLLECTIVE MEMBERSHIP MARKS

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

FOREIGN UNREGISTERED MARKS

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