

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM491837

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Keybank National Association		09/26/2018	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Walker Edison Furniture Company, LLC
Street Address:	4350 West 2100 South
City:	Salt Lake City
State/Country:	UTAH
Postal Code:	84120
Entity Type:	Limited Liability Company: UTAH
Name:	EW Furniture, LLC
Street Address:	4350 West 2100 South
City:	Salt Lake City
State/Country:	UTAH
Postal Code:	84120
Entity Type:	Limited Liability Company: UTAH

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	86917278	#LIVEOUTSIDETHEBOX
Serial Number:	77267685	WE WALKER EDISON FURNITURE COMPANY
Registration Number:	4503008	LIVE OUTSIDE THE BOX
Registration Number:	4503007	LIVE OUTSIDE THE BOX
Registration Number:	4353450	WALKER EDISON FURNITURE COMPANY
Registration Number:	4346668	WALKER EDISON

CORRESPONDENCE DATA

Fax Number: 6172359493

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: 617-951-7169

Email: catherine.murray@ropesgray.com

TRADEMARK

Correspondent Name: Catherine Murray
Address Line 1: Prudential Tower, 800 Boylston Street
Address Line 2: Ropes & Gray LLP
Address Line 4: Boston, MASSACHUSETTS 02199-3600

ATTORNEY DOCKET NUMBER: JWCH-019-003

NAME OF SUBMITTER: Catherine Murray

SIGNATURE: /catherine murray/

DATE SIGNED: 09/28/2018

Total Attachments: 8

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TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This **TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST**, dated as of September 26, 2018 (“Release”), is made by KEYBANK NATIONAL ASSOCIATION, a national banking corporation (the “Lender”) in favor of WALKER EDISON FURNITURE COMPANY, LLC, a Utah limited liability company (“Walker”) and EW FURNITURE, LLC a Utah limited liability company (“EW,” together with Walker, collectively the “Pledgor”).

WHEREAS, Lender and Pledgor, among others entered in that certain Credit and Security Agreement dated as of May 31, 2016 (as may have been supplemented, restated, amended, superseded or replaced, the “Loan Agreement”).

WHEREAS, pursuant to the Intellectual Property Security Agreement dated as of May 31, 2016 by and among the Pledgor and the Lender (the “IP Security Agreement”), Lender was granted a lien on, and security interest in, the Assets (as defined in the IP Security Agreement) and the registration thereof, together with all the goodwill of Pledgor associated therewith and represented thereby, as security for all of the Obligations under the Loan Agreement, including the Patents, Trademarks and Copyrights listed on Schedule A hereto.

WHEREAS, the IP Security Agreement was recorded at the United States Copyright Office at Volume 9937, Document Number 639, United States Patent Office at Reel 038939 and Frame 711, and United States Trademark Office at Reel 5811 and Frame 0834 (collectively, the “US IP Offices”);

WHEREAS, the Lender now desires to terminate and release its security interest in the Assets and reassign any and all rights, title, and interest in the same to Pledgor;

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Lender and Pledgor (the “parties”) agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the IP Security Agreement or Loan Agreement, as applicable.

SECTION 2. Termination and Release. Lender hereby:

(a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation, collateral assignment, and lien on and security interest in and to the Assets (including without limitation the Patents, Trademarks and Copyrights listed on Schedule A hereto);

(b) if and to the extent the Lender has acquired any right, title or interest in or to any of the Assets, reassigns, grants and conveys to Pledgor, any and all of its rights, title, and interest in and to the Assets (including without limitation those Patents, Trademarks and Copyrights set forth on Schedule A), along with any goodwill in the Assets that Lender may have acquired; and

(c) authorizes the recordation of this Release with the US IP Offices.

SECTION 3. Any signatures delivered by a party by facsimile transmission or by e-mail transmission for this Release shall be deemed an original signature hereto.

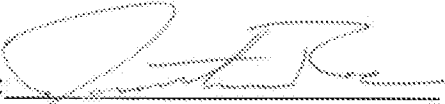
SECTION 4. The provisions of this Release are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

SECTION 5. This Release shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

SECTION 6. This Release shall be governed by and construed in conformity with the laws of the State of Ohio without regard to its otherwise applicable principles of conflicts of laws.

IN WITNESS WHEREOF, the Lender has caused this Termination and Release of Intellectual Property Security Interest to be duly executed as of the date first set forth above.

Lender: KEYBANK NATIONAL ASSOCIATION

By: 
Name: Jonathan Roe
Title: Vice President

SCHEDULE A

See attached.

Country	Case Ref	Property Type	Official No.	Title	Case Status	Primary Class
US	19316.52	Copyright	TX 8-163-639	Manual for item nos. D51L29, D51Z29, and D51B29	Registered	
US	19316.53	Copyright	TX 8-162-912	Walker Edison Furniture Company Item #: BTOT Assembly Instructions	Registered	
US	19316.54	Copyright	TX 8-163-597	Manual for item nos. W58CSPCL and W58CSPEs	Registered	
US	19316.55	Copyright	TX 8-162-908	Walker Edison Furniture Company Item #: BTOL Assembly Instructions	Registered	
US	19316.56	Copyright	TX-8-162-918	Manual for item no. WQ44CCRTB	Registered	
US	19316.57	Copyright	TX 8-162-916	Manual for item no. WQ60C73	Registered	
US	19316.61	Copyright	1-3214994192	Original Manual for Item No. BTOD	Pending	
US	19316.62	Copyright	1-3214983912	Original Manual for Item No. BTOF	Pending	
US	19316.87	Copyright	1-3217783657	Walker Edison Furniture Company Item No# W52CCR Assembly Instructions	Pending	
US	19316.91	Copyright	1-3217774722	Walker Edison Furniture Company Item No# WQ44CFD Assembly Instructions	Pending	
US	19316.92	Copyright	1-3217859707	Walker Edison Furniture Company Item No# WQ44CMP Assembly Instructions	Pending	
US	19316.93	Copyright	1-3217849936	Walker Edison Furniture Company Item No# WQ52C4DR Assembly Instructions	Pending	
US	19316.52A	Copyright	1-3203919972	Original manual for Items D51L29, D51Z29, D51B29	Pending	
US	19316.53A	Copyright	1-3203920187	Original manual for Item BTOT	Pending	
US	19316.55A	Copyright	1-3204025360	Original manual for Item BTOL	Pending	
US	19316.56A	Copyright	1-3203844491	Original manual for Item WQ60C73	Pending	
US	19316.57A	Copyright	1-3203844932	Original manual for Item WQ44CCR	Pending	
US	19316.58A	Copyright	1-3201142921	Manual for Item Numbers W60C73BL, S.W60C73MB, AND W60C73CH	Pending	
US	19316.58B	Copyright	TX 8-163-661	MANUAL FOR ITEM NO. W60C73	Registered	
US	19316.61A	Copyright	1-3217791772	Revised Manual for Item No. BTOD	Pending	
US	19316.62A	Copyright	1-3217791856	Revised Manual for Item No. BTOF	Pending	
US	19316.62B	Copyright	1-3217926359	Revised Manual for Item No. BTOF (11/2011)	Pending	
US	19316.63	Copyright	1-3215025811	Original Manual for Item BTOZ	Pending	
US	19316.64	Copyright	1-3215025952	Original Manual for Item C38B4	Pending	
US	19316.64a	Copyright	1-3217791949	Revised Manual for Item No. C38B4	Pending	
US	19316.65	Copyright	1-3215026036	Original Manual for Item C38B5	Pending	
US	19316.66	Copyright	1-3214952182	Original Manual for Item C42BM	Pending	
US	19316.66a	Copyright	1-3217792002	Revised Manual for Item No. C42BM	Pending	
US	19316.67	Copyright	1-3215065301	Original Manual for Item D48X30	Pending	
US	19316.68	Copyright	1-3215011712	Original Manual for Item D51AL30	Pending	
US	19316.68a	Copyright	1-3217792110	Revised Manual for Item No. D51AL30	Pending	
US	19316.69	Copyright	1-3217542962	Original Manual for Item D51X29	Pending	
US	19316.70	Copyright	1-3217543046	Original Manual for Item D56C33CB	Pending	
US	19316.71	Copyright	1-3217543179	Original Manual for Item DHW46	Pending	
US	19316.72	Copyright	1-3217663322	Original Manual for Item DW48D30	Pending	
US	19316.73	Copyright	1-3217663385	Original Manual for Item DW48S30	Pending	
US	19316.74	Copyright	1-3217663438	Original Manual for Item P60CMP	Pending	
US	19316.75	Copyright	1-3217663519	Original Manual for Item V35CMP	Pending	
US	19316.76	Copyright	1-3217663702	Original Manual for Item V44Y76	Pending	
US	19316.77	Copyright	1-3217663845	Original Manual for Item V60FXBL	Pending	
US	19316.78	Copyright	1-3217663898	Original Manual for Item V60MSC	Pending	
US	19316.79	Copyright	1-3217663951	Original Manual for Item V70MSC	Pending	
US	19316.79a	Copyright	1-3217792183	Revised Manual for Item No. V70MSC	Pending	
US	19316.80	Copyright	1-3217664134	Original Manual for Item W44CCR	Pending	
US	19316.81	Copyright	1-3217664197	Original Manual for Item W44COS	Pending	
US	19316.82	Copyright	1-3217727270	Original Manual for Item W52C2DW	Pending	

Country	Case Ref	Property Type	Official No.	Title	Case Status	Priority Class
US	19316.83	Copyright	1-3217727333	Original Manual for Item W52C2DWWB	Pending	
US	19316.84	Copyright	1-3217727406	Original Manual for Item W52C4CT	Pending	
US	19316.85	Copyright	1-3217667042	Original Manual for Item W52C4DO	Pending	
US	19316.85a	Copyright	1-3217926998	Revised Manual for Item No. W52C4DO	Pending	
US	19316.87a	Copyright	1-3217927081	Revised Manual for Item No. W52CCR	Pending	
US	19316.88	Copyright	1-3217926256	Original Manual for Item W60C73-MT	Pending	
US	19316.88a	Copyright	1-3217926618	Revised Manual for Item No. W60C73-MT	Pending	
US	19316.89	Copyright	1-3217926422	Original Manual for Item W60UBC22	Pending	
US	19316.89a	Copyright	1-3217926681	Revised Manual for Item No. W60UBC22	Pending	
US	19316.90	Copyright	1-3217926525	Original Manual for Item W70C6DW	Pending	
US	19316.90a	Copyright	1-3217926734	Revised Manual for Item No. W70C6DW	Pending	
US	19316.91a	Copyright	1-3217926787	Revised Manual for Item No. WQ44CFD	Pending	
US	19316.07	Design	29/453012	Stand with Decorative Side Panels	Issued as D717569	
US	19316.08	Design	29/455212	Pedestal Table	Issued as D727668	
US	19316.09	Design	29/455213	Dining Table	Issued as D724871	
US	19316.13	Design	29/462217	Television Stand with Mount	Issued as D715276	
US	19316.17	Design	29/472553	Table	Issued as D743192	
US	19316.18	Design	29/478348	Bench	Issued as D714565	
US	19316.19	Design	29/478355	Patio Bench	Issued as D715568	
US	19316.24	Design	29/543414	Console with Television Mount	Pending	
US	19316.25	Design	29/543417	Console	Pending	
US	19316.26	Design	29/528252	Fireplace Console	Pending	
US	19316.27	Design	29/543412	Desk	Pending	
US	19316.42	Design	29/548808	Chair	Pending	
Canada	19316.07A	Design	153452	Stand with Decorative Side Panels	Registered	
Canada	19316.08A	Design	153451	Pedestal Table	Registered	
Canada	19316.09A	Design	153552	Dining Table	Registered	
Canada	19316.13A	Design	153549	Television Stand with Mount	Registered	
Canada	19316.18A	Design	157395	Bench	Registered	
Canada	19316.19A	Design	157394	Patio Bench	Registered	
Canada	19316.24a	Design	165554	Console with Television Mount	Pending	
Canada	19316.25a	Design	165553	Console	Pending	
Canada	19316.26a	Design	164489	Fireplace Console	Pending	
Canada	19316.27a	Design	165552	Desk	Pending	
Canada	19316.42a	Design	166409	Chair	Pending	
US	19316.15	Trademark	77/267685	WE WALKER EDISON FURNITURE COMPANY and Design	Registered as 3405215	20
US	19316.50	Trademark	86/917278	#LIVEOUTSIDETHE BOX	Pending	20
Canada	19316.03a	Trademark	1749935	Walker Edison	Pending	20
Madrid Protocol	19316.03b	Trademark	Temporary No. A0058049	Walker Edison	Pending	
Canada	19316.04a	Trademark	1749930	Walker Edison Furniture Company	Pending	20
Madrid Protocol	19316.04b	Trademark	Temporary No. A0058050	Walker Edison Furniture Company	Pending	
Canada	19316.36a	Trademark	1749927	Live Outside the Box (design mark)	Pending	20
Madrid Protocol	19316.36b	Trademark	Temporary No. A0058052	Live Outside the Box (design mark)	Pending	
Canada	19316.37a	Trademark	1749926	Live Outside the Box	Pending	20
Madrid Protocol	19316.37b	Trademark	Temporary No. A0058051	Live Outside the Box	Pending	
Canada	19316.38a	Trademark	1749934	WE Walker Edison Furniture Company (design mark)	Pending	20

Country	Case Ref	Property Type	Official No.	Title	Case Status	Priority Class
Madrid Protocol	19316.38b	Trademark	Temporary No. A0058047	WE Walker Edison Furniture Company (design mark)	Pending	
Madrid Protocol	19316.50a	Trademark	Temporary No. A0058053	#LIVEOUTSIDETHE BOX	Pending	

Walker Edison Furniture Company
 Atty Charles L. Roberts

Atty: Charles Roberts

Country	Property Type	Registration No.	Title	Case Status	Primary Class	Atty
US	Trademark	4503008	LIVE OUTSIDE THE BOX (Design)	Registered	20	Charles L. Roberts
US	Trademark	4503007	LIVE OUTSIDE THE BOX	Registered	20	Charles L. Roberts
US	Trademark	4353450	WALKER EDISON FURNITURE COMPANY	Registered	20	Charles L. Roberts
US	Trademark	4346668	WALKER EDISON	Registered	20	Charles L. Roberts