# CH \$115.00 8608761

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM498531

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

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of Montreal		11/13/2018	Corporation: CANADA

## **RECEIVING PARTY DATA**

Name:	United Seating and Mobility
Doing Business As:	Numotion
Street Address:	975 Hornet Drive
Internal Address:	Siote 250
City:	Hazelwood
State/Country:	MISSOURI
Postal Code:	63042
Entity Type:	Limited Liability Company: DELAWARE

## **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Serial Number:	86087610	NU BEGINNINGS
Serial Number:	86087571	IT'S A NU DAY IN MOBILITY
Serial Number:	86087540	WHAT'S NU WITH YOU
Serial Number:	86087586	WE'RE TAKING MOBILITY TO A NU LEVEL

## **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:** 2128598563

**Email:** teas@friedfrank.com

Correspondent Name: Daniel Stern
Address Line 1: 1 New York Plaza

Address Line 4: New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER:	10026-428
NAME OF SUBMITTER:	Daniel Stern
SIGNATURE:	/Daniel Stern/
DATE SIGNED:	11/16/2018

TRADEMARK REEL: 006483 FRAME: 0065

# Total Attachments: 3 source=numotion six#page1.tif source=numotion six#page2.tif source=numotion six#page3.tif

TRADEMARK REEL: 006483 FRAME: 0066

## TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of November 13, 2018, by BANK OF MONTREAL, in its capacity as Administrative Agent for itself and the other credit parties (together with its successors and assigns in such capacity, "Grantee"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Trademark Security Agreement (as defined below).

### WITNESSETH:

WHEREAS, United Seating and Mobility, L.L.C., a Missouri limited liability company ("<u>Grantor</u>"), and Grantee are parties to that certain Trademark Security Agreement dated as of October 29, 2013 (the "<u>Trademark Security Agreement</u>") pursuant to which Grantor granted a security interest to Grantee in certain Trademarks and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Grantee, including the Trademarks set forth on <u>Schedule A</u> hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on November 27, 2013, at Reel 5162, Frame 0530;

WHEREAS, Grantor has requested that Grantee release its security interest in the Trademarks and Trademark Collateral and reassign any and all rights in the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

- 1. Grantee hereby releases its Lien on and security interest in, all of Grantor's right, title and interest in, to and under the following (collectively the "<u>Trademark Collateral</u>"):
  - (i) all of its Trademarks listed on the attached Schedule A;
  - (ii) all goodwill of the business symbolized by the Trademarks and the applications and registrations thereof;
  - (iii) all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof; and
    - (iv) all damages arising from past, present and future violations thereof.
- 2. Grantee hereby releases, grants and conveys to the Grantor, without any representation, recourse or undertaking by Grantee, any and all Grantee's right, title and interest in and to the Trademarks and the Trademark Collateral.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantee has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

**BANK OF MONTREAL** 

By: Zachary M. Evett
Title: Vice President

Trademark Release and Reassignment

TRADEMARK
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# SCHEDULE A

# **Trademark Collateral**

Mark	Owner	Registration No.	Registration Date
NU BEGINNINGS	United Seating and Mobility,	86087610	10/9/13
	L.L.C.		
IT'S A NU DAY IN	United Seating and Mobility,	86087571	10/9/13
MOBILITY	L.L.C.		
WHAT'S NU WITH YOU	United Seating and Mobility,	86087540	10/9/13
	L.L.C.		
WE'RE TAKING	United Seating and Mobility,	86087586	10/9/13
MOBILITY TO A NU	L.L.C.		
LEVEL			

Trademark Release and Reassignment

**RECORDED: 11/16/2018** 

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