

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM497825

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SWAN INVESTMENT, L.L.C.		03/10/2017	Corporation-DELAWARE

limited liability company

RECEIVING PARTY DATA

Name:	Swan Surfaces, LLC
Street Address:	515 Olive Street
Internal Address:	Suite 900
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63101
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2990427	EVERYDAY ESSENTIALS
Registration Number:	3477568	FIT-FLO
Registration Number:	2974228	LYRIC
Registration Number:	2995868	METROPOLITAN COLLECTION
Registration Number:	2190449	SWANSTONE
Registration Number:	2033312	SWANSTONE
Registration Number:	1521691	SWANSTONE
Registration Number:	2801390	SWANSTONE STRENGTH BALANCE BEAUTY
Registration Number:	3284336	SWANTILE
Registration Number:	3193148	THERE IS NOTHING LIKE SWANSTONE
Registration Number:	2792971	VERITEK
Registration Number:	3835969	OUR PLANET

OP \$315.00 2990427

CORRESPONDENCE DATA

Fax Number: 6152524707
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: 615-252-4639
Email: jneu@bradley.com

Correspondent Name: Jacob W Neu
Address Line 1: 1600 Division Street
Address Line 2: Suite 700
Address Line 4: Nashville, TENNESSEE 37203

NAME OF SUBMITTER: Jacob W Neu

SIGNATURE: /jacobwneu/

DATE SIGNED: 11/12/2018

Total Attachments: 4

source=8 - Trademark Security Release#page1.tif

source=8 - Trademark Security Release#page2.tif

source=8 - Trademark Security Release#page3.tif

source=8 - Trademark Security Release#page4.tif

RELEASE OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

March 10, 2017

This RELEASE OF SECURITY INTEREST IN UNITED STATES TRADEMARKS is made as of March 10, 2017, by SWAN INVESTMENT, L.L.C., as Lender (the "Lender"). Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Patent and Trademark Security Agreement (as defined below).

WITNESSETH:

WHEREAS, THE SWAN CORPORATION, a Missouri corporation (the "Original Grantor") and FCC, LLC, d/b/a FIRST CAPITAL, a Florida limited liability company (the "Former Lender") are parties to that certain Patent and Trademark Security Agreement, dated as of May 29, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Patent and Trademark Security Agreement"), recorded with the United States Patent and Trademark Office at reel 003998, frame 0488, on June 3, 2009, pursuant to which the Original Grantor granted a security interest to the Former Lender in, inter alia, certain trademarks, trademark registrations and trademark applications (the "Trademarks") and Trademark Collateral (as defined below) as security for the Obligations, including the Trademarks set forth on Schedule I hereto; and

WHEREAS, the Former Lender assigned its interests to ACF FINCO I LP, a Delaware limited partnership pursuant to the Assignment and Assumption of Security Interest in Trademarks, recorded with the United States Patent and Trademark Office on May 19, 2015 at reel 005520, frame 0013; and

WHEREAS, ACF FINCO I LP assigned its interests to the Lender pursuant to the Assignment and Assumption of Security Interests in Patents, dated as of November 16, 2015, recorded with the United States Patent and Trademark Office at reel 5675, frame 0964; and

WHEREAS, by an Assignment and Assumption Agreement, dated as of July 22, 2016, the Original Grantor assigned, among other things, (i) all of its right, title and interest in and to the Trademarks and the Trademark Collateral to Swan Surfaces, LLC (the "Grantor") and (ii) the Grantor assumed the liabilities, agreements and obligations of the Original Grantor under, among other things, the Patent and Trademark Security Agreement; and

WHEREAS, the Grantor has satisfied its obligations under the Patent and Trademark Security Agreement, and has therefore requested that the Lender release its security interests in the Trademarks and the Trademark Collateral.


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

1. The Lender hereby releases its security interest in all of Grantor's right, title and interest in and to the following (collectively, the "Trademark Collateral"):
 - a. all trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each;
 - b. licenses, fees or royalties with respect to each;
 - c. the right to sue for past, present and future infringement, dilution and damages therefor; and
 - d. licenses thereunder,all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Schedules I hereto.
2. The Lender authorizes the Grantor to file this Release of Security Interest in United States Trademarks of record with the United States Patent and Trademark Office.
3. The Lender agrees, at the Grantor's expense, to cooperate with the Grantor and to provide the Grantor with the information and additional authorization reasonably requested by the Grantor to effect the release of the Lender's security interest in and lien on the Trademarks and Trademark Collateral.
4. This Release of Security Interest in United States Trademarks and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Lender has caused this Release of Security Interest in United States Trademarks to be executed as of the date first written above.

SWAN INVESTMENT, L.L.C.,
as Lender

By: 
Name: Ellis Jones
Title: Manager

[Signature Page to Trademark Release -- Swan Surfaces, LLC]

TRADEMARK
REEL: 006491 FRAME: 0849

SCHEDULE I

PLASTICS TRADEMARKS

Grantor	Description of Trademark	Registration Number	Registration Date
The Swan Corporation	"EVERYDAY ESSENTIALS"	2990427	08/30/2005
The Swan Corporation	"FIT-FLO"	3477568	07/29/2008
The Swan Corporation	"LYRIC"	2974228	07/19/2005
The Swan Corporation	"METROPOLITAN COLLECTION"	2995868	09/13/2005
The Swan Corporation	"SWANSTONE"	2190449	09/22/1998
The Swan Corporation	"SWANSTONE"	2033312	01/28/1997
The Swan Corporation	"SWANSTONE"	1521691	01/24/2989
The Swan Corporation	"SWANSTONE STRENGTH BALANCE BEAUTY AND DESIGN"	2801390	12/30/2003
The Swan Corporation	"SWANTILE"	3284336	08/28/2007
The Swan Corporation	"THERE IS NOTHING LIKE SWANSTONE"	3193148	01/02/2007
The Swan Corporation	"VERITEK"	2792971	12/09/2003
The Swan Corporation	"OUR PLANET"	3835969	08/17/2010