

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM518598

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Intellectual Property		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pacific Western Bank		04/05/2019	Chartered Bank: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Fancy Chap, Inc.		
Street Address:	1405 Harney St., Suite 201		
City:	Omaha		
State/Country:	NEBRASKA		
Postal Code:	68102		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4548581	FLYWHEEL	
CORRESPONDENCE DATA			
Fax Number:	7043311159		
<i>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.</i>			
Phone:	7043311000		
Email:	PTO_TMconfirmation@mvalaw.com, amberwest@mvalaw.com		
Correspondent Name:	MOORE & VAN ALLEN PLLC		
Address Line 1:	100 North Tryon Street, Suite 4700		
Address Line 4:	Charlotte, NORTH CAROLINA 28202-4003		
NAME OF SUBMITTER:	John Slaughter		
SIGNATURE:	/john slaughter/		
DATE SIGNED:	04/11/2019		
Total Attachments: 3			
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OP \$40.00 4548581

TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**, dated as of April 5, 2019 ("Release"), is made by **PACIFIC WESTERN BANK**, a California state chartered bank ("Bank"), in favor of **FANCY CHAP, INC.**, a Delaware corporation ("Grantor").

WHEREAS, pursuant to the Loan and Security Agreement dated as of March 17, 2017 (as the same may be amended, modified or supplemented from time to time, the "Security Agreement") by and among the Grantor and Bank and the Intellectual Property Security Agreement dated as of March 17, 2017 ("Intellectual Property Security Agreement") by and among the Grantor and Bank, Grantor granted and pledged to the Bank a security interest in all of Grantor's right, title and interest in, to and under the Intellectual Property Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto; and

WHEREAS, the Intellectual Property Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") on March 20, 2017 at Reel 6016 Frame 0602.

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, Bank and Grantor agree as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement or Intellectual Property Security Agreement.

SECTION 2. Termination and Release. Bank hereby:

(a) terminates the Intellectual Property Security Agreement;

(b) terminates, cancels, forever discharges, and releases the security interest in the right, title, and interest in, to, and under the Intellectual Property Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto;

(c) represents and warrants that it has full authority to execute and deliver this Release; and

(d) authorizes the recordation of this Release with the USPTO at Grantor's expense.

SECTION 3. Further Assurances. Bank, at Grantor's expense, hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the security interest release contemplated herein. To the extent that any other filings with any other governmental authority have been made with respect to any of the Intellectual Property Collateral, Bank will, at Grantor's expense, execute and deliver a reasonable release or other instrument that will terminate any such filing and/or release any interests conveyed therein.

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

Bank:

PACIFIC WESTERN BANK

By: _____
Name: Robert Williams
Title: VP

Schedule A

**Fancy Chap, Inc.
(Delaware Corporation)**

**U.S. Trademark Subject to Security Interest
Granted by Fancy Chap, Inc.
In Favor of Pacific Western Bank
Recorded March 20, 2017 at Reel 6016 Frame 0602**

Trademark Registration

Mark	Reg. No.	Reg. Date
FLYWHEEL and Design	4548581	06/10/14

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