# OP \$40.00 5789872

ETAS ID: TM550005

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Termination and Release of Security Interest in Trademarks

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
FPG Intermediate Holdco, LLC		11/19/2019	Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Tulip Cremation, Inc.
Street Address:	4901 Vineland Road
Internal Address:	Suite 350
City:	Orlando
State/Country:	FLORIDA
Postal Code:	32811
Entity Type:	Corporation: DELAWARE

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	5789872	TULIP

# **CORRESPONDENCE DATA**

**Fax Number:** 7043311159

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.

using a lax number, it provided, it that is unsuccessful, it will be sent via 03 in

**Phone:** 7043311000

**Email:** PTO\_TMconfirmation@mvalaw.com, christinaquinn@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC Address Line 1: 100 North Tryon Street

Address Line 2: Suite 4700

Address Line 4: Charlotte, NORTH CAROLINA 28202-4003

ATTORNEY DOCKET NUMBER:	017625.005205
NAME OF SUBMITTER:	John Slaughter
SIGNATURE:	/john slaughter/
DATE SIGNED:	11/19/2019

### **Total Attachments: 3**

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### TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of November 19, 2019 ("<u>Release</u>"), is made by FPG Intermediate Holdco, LLC, a Delaware limited liability company ("<u>Secured Party</u>"), in favor of Tulip Cremation, Inc., a Delaware corporation ("<u>Grantor</u>").

WHEREAS, pursuant to that certain Security Agreement dated as of June 28, 2019 (as amended, modified or supplemented from time to time, the "Security Agreement") by and between the Secured Party and Grantor and the Intellectual Property Security Agreement dated as of June 28, 2019 ("Intellectual Property Security Agreement") by and among the Secured Party and Grantor, Grantor granted and pledged to Secured Party a security interest in all of Grantor's right, title and interest in, to and under the Intellectual Property Collateral; and

**WHEREAS,** the Intellectual Property Security Agreement was recorded at the United States Patent and Trademark Office ("<u>USPTO</u>") on July 1, 2019 at Reel 6682 Frame 0434 and June 28, 2019 at Reel 6681 Frame 0636.

**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, Secured Party and Grantor agree as follows:

**SECTION 1**. <u>Defined Terms</u>. 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. Secured Party hereby:

- (a) terminates the Intellectual Property Security Agreement;
- (b) terminates, cancels, forever discharges, and releases the 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;
  - (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. Secured Party, 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, Secured Party 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 Secured Party has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Secured Party:

FPG Intermediate Holdco, LLC

By: Mark Bukala
Name: Robert Bukala

Title: President and Chief Executive Officer

RELEASE OF SECURITY INTEREST IN TRADEMARKS FPG INTERMEDIATE HOLDCO, LLC

### Schedule A

# FPG Tulip, LP (Delaware Limited Partnership)

U.S. Trademark Subject to Security Interest Granted by Tulip Cremation, Inc. In Favor of FPG Intermediate Holdco, LLC Recorded July 1, 2019 at Reel 6682 Frame 0434 Recorded June 28, 2019 at Reel 6681 Frame 0636

## **Trademark Registration**

	Reg. No.	Reg. Date
TULIP	5789872	06/25/19

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**RECORDED: 11/19/2019**