

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM603976

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HILLDUN CORPORATION		10/16/2020	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	AIRESPA WORLDWIDE WHOLESAL, LLC		
Street Address:	11 KENSINGTON COURT		
City:	WARREN		
State/Country:	NEW JERSEY		
Postal Code:	07059		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5833320	MEDIFY AIR	
Registration Number:	5821063	M	
CORRESPONDENCE DATA			
Fax Number:	6508385109		
<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:	650-838-3743		
Email:	jlik@shearman.com		
Correspondent Name:	SOPHIE ZANDER		
Address Line 1:	599 Lexington Avenue		
Address Line 2:	Shearman & Sterling LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	42604-00002		
NAME OF SUBMITTER:	SOPHIE ZANDER		
SIGNATURE:	/SOPHIE ZANDER/		
DATE SIGNED:	10/20/2020		
Total Attachments: 4			
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is made as of this 16th day of October, 2020, by Hilldun Corporation, a New York corporation (“Hilldun”), in favor of Airespa Worldwide Wholesale, LLC, a Delaware limited liability company (the “Company”).

WHEREAS, Hilldun agreed to make discretionary loans and advances to and financial accommodations for Medify Air, LLC (“Client”), a Delaware limited liability company, pursuant to that certain Discount Factoring Agreement, dated as of May 8, 2020, (as ratified, amended, supplemented, and restated from time to time, the “Factoring Agreement”, and, together with the other agreements and instruments executed in connection therewith in favor of the Lender, as ratified, amended, supplemented and restated from time to time, collectively the “Financing Agreements”);

WHEREAS, the Company guaranteed all of the obligations of Client to the Hilldun pursuant to its guaranty dated May 8, 2020 (as ratified, amended, supplemented and restated from time to time, the “Guaranty”);

WHEREAS, in order to induce Hilldun to engage and continue to engage in transactions under the Financing Agreements, and to secure the prompt payment and performance of all of Client's obligations, past and future, to Hilldun pursuant to the Financing Agreements, and to secure the Company's prompt payment and performance of the Company's obligations under the Guaranty, the Company granted Hilldun a security interest in and to certain trademark collateral of the Company and executed and delivered that certain Trademark Collateral Assignment and Security Agreement, dated as of May 8, 2020, to Hilldun (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on July 13, 2020 at Reel 6997, Frame 0621; and

WHEREAS, Hilldun wishes to release the security interest that was granted pursuant to the Trademark Security Agreement.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, Hilldun hereby agrees as follows:

Hilldun hereby unconditionally and expressly terminates the Trademark Security Agreement and releases, terminates, and extinguishes any and all of its right, title and interest in and to any and all liens and security interests it may have upon the Collateral (as defined in the Trademark Security Agreement), including the trademarks listed on Schedule I attached hereto and made a part hereof, and all goodwill associated therewith. If and to the extent the Hilldun has acquired any right, title or interest in and to the Collateral

(as defined in the Trademark Security Agreement), Hilldun hereby re-transfers, re-conveys, and re-assigns such right, title or interest to the Company.

Hilldun authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office and any other applicable government officer record this Release.

Hilldun consents and agrees to take all further actions and provide to the Company and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery, at the request of the Company, of all such further instruments, documents and release forms, as the Company may request to more effectively, release, terminate and extinguish any such liens and security interests upon the Collateral (as defined in the Trademark Security Agreement) and record this Release.

THIS RELEASE AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (EXCEPT FOR CONFLICTS OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION).

[Signature Page Follows]

IN WITNESS WHEREOF, the Hilldun has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written. This Release shall be binding upon Hilldun's legal representatives, assigns and successors.

HILLDUN CORPORATION

By: 

Name: Joshua W. Kapelman

Title: Executive Vice President and Secretary

SCHEDULE I

TRADEMARK REGISTRATIONS

MARK	SERIAL NUMBER	REGISTRATION NUMBER
MEDIFY AIR	88266013	5833320
M & Design	88265986	5821063