

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM621889

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Security Interest in Trademarks recorded at Reel 6320/Frame 0921

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Second Avenue Capital Partners, LLC		01/19/2021	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Tommie Copper, Inc.
<b>Street Address:</b>	74 S. Moger Avenue
<b>City:</b>	Mt. Kisco
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10549
<b>Entity Type:</b>	Corporation: DELAWARE
<b>Name:</b>	Tommie Copper IP, Inc.
<b>Street Address:</b>	74 S. Moger Avenue
<b>City:</b>	Mt. Kisco
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10549
<b>Entity Type:</b>	Corporation: DELAWARE
<b>Name:</b>	Tommie Copper Holdings, Inc.
<b>Street Address:</b>	74 S. Moger Avenue
<b>City:</b>	Mt. Kisco
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10549
<b>Entity Type:</b>	Corporation: DELAWARE

## PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
<b>Registration Number:</b>	4618826	COOL COPPER
<b>Registration Number:</b>	4762070	COPPER COTTON
<b>Registration Number:</b>	4769435	COPPER FLEX
<b>Registration Number:</b>	4810351	COPPER HOME
<b>Registration Number:</b>	5008439	COPPER LIFE
<b>Registration Number:</b>	4791344	COPPER ZENERGY

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5130573	COPPERGEAR
Registration Number:	4241090	CU29
Registration Number:	4228550	CU29 TOMMIE COPPER
Registration Number:	4084474	CU29 TOMMIE COPPER
Registration Number:	4590309	
Registration Number:	4769436	HOT COPPER
Registration Number:	4765102	PRO+IONIC
Registration Number:	4612432	RECHARGE YOUR BODY + SOUL
Registration Number:	4777624	TCCC TOMMIE COPPER COMPRESSION
Registration Number:	4236726	TOMMIE COPPER
Registration Number:	4791345	ZENERGY
Registration Number:	5449181	WEARABLE WELLNESS

**CORRESPONDENCE DATA**

**Fax Number:** 9494754754

*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:** 949-451-3800

**Email:** skann@gibsondunn.com

**Correspondent Name:** Stephanie Kann

**Address Line 1:** 3161 Michelson Drive

**Address Line 2:** Gibson, Dunn & Crutcher LLP

**Address Line 4:** Irvine, CALIFORNIA 92612

**ATTORNEY DOCKET NUMBER:** 93018-00018

**NAME OF SUBMITTER:** Stephanie Kann

**SIGNATURE:** /stephanie kann/

**DATE SIGNED:** 01/22/2021

**Total Attachments: 3**

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## TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Termination and Release”), dated as of January 19, 2021, is made by SECOND AVENUE CAPITAL PARTNERS, LLC, in its capacity as lender (in such capacities, the “Lender”) under the Loan Agreement (as defined below).

### WITNESSETH:

WHEREAS, reference is made to that certain Loan and Security Agreement, dated as of April 25, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), among TOMMIE COPPER, INC., a Delaware corporation (the “Lead Borrower”), TOMMIE COPPER IP, INC., a Delaware corporation (“TCIP”), TOMMIE COPPER HOLDINGS, INC., a Delaware corporation (“Parent” and, collectively with the Lead Borrower and TCIP, the “Grantors”), and the Lender;

WHEREAS, pursuant to the Grant of Security Interest in United States Trademarks, dated as of April 25, 2018 (the “Trademark Security Agreement”) and in conjunction with the security interest granted to the Lender under the Loan Agreement, a lien on and security interest (the “Security Interest”) was granted by the Grantors to the Lender in certain collateral, including the Trademarks;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on April 26, 2018 at Reel/Frame 6320/0921.

WHEREAS, the Lender now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral, including those Trademarks listed on Schedule 1 hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Lender hereby agrees as follows:

1. Definitions. Capitalized terms not defined herein have the meanings set forth in the Trademark Security Agreement.
2. Release of Security Interest. The Lender, without representation, warranty or recourse, hereby terminates, releases and discharges any and all Security Interest in the Trademark Collateral, including, without limitation, the Trademarks listed on Schedule 1 hereto, and any right, title or interest of the Lender in such Trademark Collateral shall hereby cease and become void.
3. Recordation. The Lender authorizes the Grantors and their designees to record this Termination and Release with the United States Patent and Trademark Office or any other applicable governmental authority at the Grantors’ expense.

*[Signature page follows]*

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release of Security Interest in Trademarks by its duly authorized officer as of the date first above written.

**SECOND AVENUE CAPITAL PARTNERS, LLC,**  
as Lender

By:   
Name: Mark E. Gallivan  
Title: Managing Director

[Signature Page to Termination and Release of Security Interest in Trademarks]

