

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM623595

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FARRAGUT MEZZANINE PARTNERS III, LP		01/28/2021	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	INSIGHT 2 DESIGN, LLC		
Street Address:	8681 W. 137TH STREET		
City:	OVERLAND PARK		
State/Country:	KANSAS		
Postal Code:	66223		
Entity Type:	Limited Liability Company: KANSAS		
Name:	ELEVATE, LLC		
Street Address:	8681 W. 137TH STREET		
City:	OVERLAND PARK		
State/Country:	KANSAS		
Postal Code:	66223		
Entity Type:	Limited Liability Company: KANSAS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	87227023	CORE	
Serial Number:	87227009	CORE	
Registration Number:	5214437	CORE	
Registration Number:	5214436	CORE	
Registration Number:	4877826	ELEVATE	
Registration Number:	4877825	ELEVATE	
CORRESPONDENCE DATA			
Fax Number:	8164121263		
<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:	8168428600		
Email:	cynthia.maust@stinson.com		
Correspondent Name:	STINSON LLP		

CH \$165.00 87227023

TRADEMARK

Address Line 1: 1201 WALNUT STREET, SUITE 2900
Address Line 2: CYNTHIA MAUST, PARALEGAL
Address Line 4: KANSAS CITY, MISSOURI 64106-2150

ATTORNEY DOCKET NUMBER: 0810639.0031

NAME OF SUBMITTER: Cynthia Maust

SIGNATURE: /Cynthia Maust/

DATE SIGNED: 02/01/2021

Total Attachments: 8

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Release of Collateral and Release of Security Interest

This Release of Collateral and Release of Security Interest (this "Release") is made and effective as of January 28, 2021 and granted by FARRAGUT MEZZANINE PARTNERS III, LP ("Farragut"), a Delaware limited partnership with an address of 5301 Wisconsin Avenue NW, Suite 410, Washington, DC 20015, as agent on behalf of the Purchasers (as defined below) (in such capacity, together with its successors and assigns, the "Secured Party"), in favor of INSIGHT 2 DESIGN, LLC ("I2D"), a Kansas limited liability company with an address of 8681 W. 137th Street, Overland Park, Kansas 66223, ELEVATE, LLC ("Elevate"), and together with I2D, the "Debtor"), a Kansas limited liability company with an address of 8681 W. 137th Street, Overland Park, Kansas 66223, and their successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Note Purchase Agreement dated as of February 21, 2018 (as amended, modified, or supplemented from time to time, the "Note Purchase Agreement"), by and among the Debtor, Farragut, OXER BCP MEZZANINE FUND, L.P., a Delaware limited partnership ("Oxer"), and SALEM INVESTMENT PARTNERS IV, LP, a North Carolina limited partnership ("Salem" and, together with Farragut and Oxer, collectively, the "Purchasers"), the Debtor executed in favor of the Secured Party that certain Intellectual Property Security Agreement dated as of February 21, 2018 (as amended, modified, or supplemented from time to time, the "IP Security Agreement");

WHEREAS, pursuant to the IP Security Agreement, the Debtor granted to the Secured Party a security interest in all of the right, title and interest of the Debtor in and to certain intellectual property (the "IP Collateral");

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office at Reel 6281, Frame 0451 on February 28, 2018 and at Reel 045062, Frame 0274 on February 28, 2018;

WHEREAS, the Purchasers have issued a payoff letter dated effective as of January 21, 2021 (the "Payoff Letter"), with respect to the repayment of all outstanding indebtedness and other obligations owing to the Purchasers under the Note Purchase Agreement;

WHEREAS, subject to the terms of the Payoff Letter, the Debtor has repaid in full all amounts owing to the Purchasers under the Note Purchase Agreement, and the Debtor has otherwise met all of its obligations under the Note Purchase Agreement and the IP Security Agreement; and

WHEREAS, the Debtor requested that the Secured Party enter into this Release in order to effectuate, evidence and record the release and reassignment to the Debtor of any and all right, title and interest the Secured Party may have in the IP Collateral pursuant to the IP Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party hereby represents, warrants, covenants and agrees as follows:

1. Termination of IP Security Agreement and Release of Security Interest. The Secured Party hereby agrees and states that:

(a) subject to the terms of the Payoff Letter, the Debtor has repaid in full all amounts owing to the Purchasers under the Note Purchase Agreement, and the Debtor has otherwise met all of its obligations under the IP Security Agreement;

(b) the IP Security Agreement is hereby terminated, canceled and of no further force and effect; and

(c) all security interests granted by the Debtor in the IP Security Agreement are hereby released by the Secured Party, including the security interests in and to the following IP Collateral:

(i) the U.S. patent set forth on Schedule A attached hereto, including without limitation, divisions, continuations, reissues, extensions and continuations-in-part of the same;

(ii) the U.S. trademark and service mark registrations, trademark and service mark applications, and unregistered tradenames and trademarks set forth on Schedule B attached hereto, including, without limitation, all common-law rights related to, and goodwill of the business associated with the foregoing;

(iii) the domain names and registrations set forth on Schedule C attached hereto and all goodwill associated with the foregoing;

(iv) any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right but not the obligation, to sue for and collect damages for infringement of the foregoing;

(v) any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(vi) any and all amendments, renewals, extensions, reissuances, and replacements of any of the foregoing; and

(vii) any and all products and proceeds of any of the foregoing.

2. Miscellaneous.

(a) Binding Agreement. The provisions of this Release are binding upon, and will inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

(b) Counterparts. This Release may be executed in one or more counterparts, each of which shall be an original and all of which, taken together, shall constitute one and the same instrument. Signatures transmitted by electronic mail shall be deemed originals for purposes of this Release.

(c) Entire Agreement. This Release sets forth the entire agreement among the parties relating to the subject matter pertaining hereto, and no term or provision hereof may be amended, changed, waived, discharged or terminated orally or otherwise, except in writing signed by each such party.

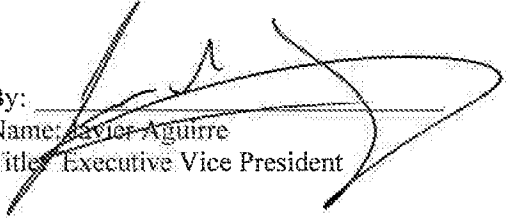
[Signature Page Follows]

IN WITNESS WHEREOF, the Secured Party has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

FARRAGUT MEZZANINE PARTNERS III, LP

By: Farragut Capital Partners, LLC,
its General Partner

By: Farragut Capital Partners, Inc.,
its Manager

By: 
Name: Taylor Aguirre
Title: Executive Vice President

IN WITNESS WHEREOF, the Secured Party has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

FARRAGUT MEZZANINE PARTNERS III, LP

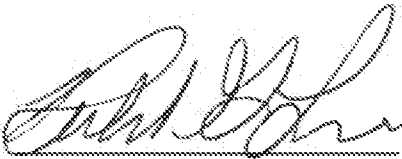
By: _____

Name: _____

Title: _____

ACKNOWLEDGED BY:

INSIGHT 2 DESIGN, LLC

By: 

Name: Bob Levine

Title: President

ELEVATE, LLC

By: 

Name: Bob Levine

Title: President





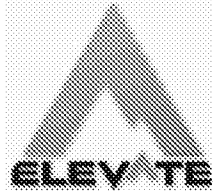

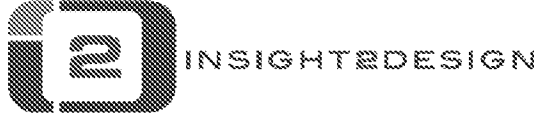
SCHEDULE A

PATENT COLLATERAL

Patent No.	Issue Date	Title	Assignee/Owner
9,599,327	3/21/2017	Switch for Battery Flashlight to Change Modes	Co-owned by Insight 2 Design, LLC and 5.11, Inc.

SCHEDULE B

TRADEMARK COLLATERAL

Reg. No. or Serial No.	Reg. Date or Filing Date	Mark	Registrant/Owner
87227023	11/4/2016		Insight 2 Design, LLC
87227009	11/4/2016		Insight 2 Design, LLC
5214437	5/30/2017		Insight 2 Design, LLC
5214436	5/30/2017		Insight 2 Design, LLC
4877826	12/29/2015		Insight 2 Design, LLC
4877825	12/29/2015		Insight 2 Design, LLC
n/a	n/a		Insight 2 Design, LLC

n/a	n/a		Insight 2 Design, LLC
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SCHEDULE C
DOMAIN NAMES

insight2design.com

coreequipment.com

elevateoutdoors.com