:H \$140.00 340

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM636620

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Medley Capital LLC		04/01/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Walker Edison Furniture Company LLC	
Street Address:	4350 West 2100 South	
City:	Salt Lake City	
State/Country:	UTAH	
Postal Code:	84120	
Entity Type:	Limited Liability Company: UTAH	

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3405215	WE WALKER EDISON FURNITURE COMPANY
Registration Number:	4503008	LIVE OUTSIDE THE BOX
Registration Number:	4503007	LIVE OUTSIDE THE BOX
Registration Number:	4353450	WALKER EDISON FURNITURE COMPANY
Registration Number:	4346668	WALKER EDISON

CORRESPONDENCE DATA

Fax Number: 6172359493

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: 6179517790

Email: ronald.duvernay@ropesgray.com

Correspondent Name: Ronald M. Duvernay

Address Line 1: Prudential Tower, 800 Boylston Street

Address Line 2: Ropes & Gray LLP

Address Line 4: Boston, MASSACHUSETTS 02199-3600

ATTORNEY DOCKET NUMBER:	JWCH-019-014
NAME OF SUBMITTER:	Ronald M. Duvernay
SIGNATURE:	/r duvernay/
DATE SIGNED:	04/02/2021

TRADEMARK 900606865 REEL: 007243 FRAME: 0486

Total Attachments: 7 source=TMK Release#page1.tif source=TMK Release#page2.tif source=TMK Release#page3.tif source=TMK Release#page4.tif source=TMK Release#page5.tif source=TMK Release#page5.tif source=TMK Release#page6.tif source=TMK Release#page7.tif

EXECUTION VERSION

TRADEMARK RELEASE

THIS TRADEMARK RELEASE (this "Release") is made as of April 1, 2021, by MEDLEY CAPITAL LLC, in its capacity as agent for the Secured Parties (the "Agent"), in favor of WALKER EDISON FURNITURE COMPANY LLC, a Utah limited liability company ("Grantor"), pursuant to the Security Agreement (as defined below). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Credit Agreement (as defined below) or the Security Agreement, as applicable.

WITNESSETH:

WHEREAS, pursuant to the terms and conditions of that certain Term Loan Agreement, dated as of September 26, 2018 (as amended, restated, amended and restated, supplemented, or otherwise modified to date, the "Credit Agreement"), by and among Grantor, the other Loan Parties party thereto from time to time, the Lenders party thereto from time to time and Agent, Grantor entered into that certain Security Agreement, dated as of September 26, 2018 (including all annexes, exhibits or schedules thereto, as amended, restated, supplemented or otherwise modified to date, the "Security Agreement"), by and among Grantor, the other Grantors party thereto and the Agent, Grantor granted and pledged to the Agent, for the benefit of the Secured Parties, a continuing security interest in all of Grantor's right, title and interest in and to the Collateral;

WHEREAS, Grantor and the Agent are parties to that certain Trademark Security Agreement, dated as of September 26, 2018 (including all annexes, exhibits or schedules thereto, as amended, restated, supplemented or otherwise modified to date, the "<u>Trademark Security Agreement</u>"), pursuant to which Grantor has granted a security interest (the "<u>Security Interest</u>") to the Agent, for the benefit of the Secured Parties, in the Trademark Collateral (as defined below), including the Trademarks set forth on <u>Schedule I</u> hereto;

WHEREAS, the Trademark Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on September 27, 2018 at Reel 006466, Frame 0638; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, the Agent hereby states as follows:

- 1. The Agent hereby terminates the Trademark Security Agreement and terminates, releases, and discharges its Security Interest, and all of its right, title and interest in, to and under the following (collectively the "<u>Trademark Collateral</u>") shall hereby cease and become void:
 - a. all of the Trademarks and Trademark Licenses to which Grantor is a party, including those referred to on Schedule I;
 - b. all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
 - c. all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Trademark License, including the right to receive any damages, (ii) injury to the goodwill associated with any

Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark License.

- 2. The Agent hereby agrees, at Grantor's expense, to execute and deliver to Grantor such documents, instruments, notices and releases as Grantor shall reasonably request to evidence the release of the Security Interest contemplated hereby. The Agent agrees, or authorizes the Grantor, to make filings with the Trademark Division of the United States Patent and Trademark Office and take further actions, as reasonably requested by the Grantor to evidence the release and termination of the Agent's Security Interests in the Trademark Collateral.
- 3. THIS RELEASE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE. The terms of Sections 10.14 ("Governing Law") and 10.15 ("Waiver of Jury Trial") of the Credit Agreement are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[Signature page follows]

92717214_5

IN WITNESS WHEREOF, the Agent has caused this Release to be executed as of the day and year first above written.

MEDLEY CAPITAL LLC, as the Agent

-- DocuSigned by:

By:

AB6513F9B32547A...

Name: Richard T. Allorto, Jr. Title: Chief Financial Officer

Patent Release

SCHEDULE I TO TRADEMARK RELEASE

TRADEMARK REGISTRATIONS AND APPLICATIONS

Country	Property Type	Application/ Registration Number	Title
US	Trademark	3405215	WE WALKER EDISON FURNITURE COMPANY and Design
US	Trademark	4503008	LIVE OUTSIDE THE BOX (Design)
US	Trademark	4503007	LIVE OUTSIDE THE BOX
US	Trademark	4353450	WALKER EDISON FURNITURE COMPANY
US	Trademark	4346668	WALKER EDISON
Madrid Protocol	Trademark	1300943	Walker Edison
Madrid Protocol	Trademark	1300941	Walker Edison Furniture Company
Madrid Protocol	Trademark	1301578	Live Outside the Box (design mark)
Madrid Protocol	Trademark	1300940	Live Outside the Box
Madrid Protocol	Trademark	1303465	WE Walker Edison Furniture Company (design mark)
Madrid Protocol	Trademark	1300944	#LIVEOUTSIDETHEBOX
European Union	Trademark	1300943	Walker Edison
European Union	Trademark	1300941	Walker Edison Furniture Company
European Union	Trademark	1301578	Live Outside the Box (design mark)
European Union	Trademark	1300940	Live Outside the Box
European Union	Trademark	1303465	WE Walker Edison Furniture Company (design mark)
European Union	Trademark	1300944	#LIVEOUTSIDETHEBOX
European Union	Trademark	17298861	SARACINA HOME
European Union	Trademark	17089608	WE Stylized
European Union	Trademark	17089574	Walker Edison
European Union	Trademark	17550385	Live Outside the Box (design mark)
China	Trademark	12087905	Walker Edison
China	Trademark	12087906	WE Stylized
China	Trademark	Unassigned	WE Stylized
China	Trademark	Unassigned	Walker Edison
China	Trademark	Unassigned	LIVE OUTSIDE THE BOX
China	Trademark	Unassigned	Walker Edison in Chinese
Canada	Trademark	1749935	Walker Edison
Canada Canada	Trademark Trademark	889934 1749930	Walker Edison (Croberts) Walker Edison Furniture Company

Trademark	889932	Walker Edison Furniture Company (Croberts)
Trademark	1749927	Live Outside the Box (design mark)
Trademark	1749926	Live Outside the Box
Trademark	1749934	WE Walker Edison Furniture Company (design mark)
Trademark	1867158	SARACINA HOME
Trademark	1868823	WE logo
Trademark	1796644	#LIVEOUTSIDETHEBOX
Trademark	914108603	SARACINA HOME
Trademark	914108638	SARACINA HOME
Trademark	914108263	WE
Trademark	914108298	WE
Trademark	914107992	WALKER EDISON word mark
Trademark	914108034	WALKER EDISON -word mark
Trademark	914108352	LIVE OUTSIDE THE BOX
Trademark	914108387	LIVE OUTSIDE THE BOX
Trademark	914108441	LIVE OUTSIDE THE BOX
Trademark	914108530	LIVE OUTSIDE THE BOX
Trademark	914108166	WE
Trademark	914108220	WE
	Trademark	Trademark 1749927 Trademark 1749926 Trademark 1749934 Trademark 1867158 Trademark 1868823 Trademark 1796644 Trademark 914108603 Trademark 914108263 Trademark 914108298 Trademark 914107992 Trademark 914108034 Trademark 914108352 Trademark 914108387 Trademark 914108530 Trademark 914108166

Domain Names

Domain
b-darms.com
bonhamaviation.com
e-worldfurniture.com
ewfurniture.com
eworldfurniture.com
furnituresteals.com
oasisoutdoorfurniture.com
oasispatio.com
walkeredison.co
walkeredison.com
walkeredison.info
walkeredison.mobi
walkeredison.net
walkeredison.org
walkeredison.shop
walkeredison.us
walkeredisonfoundation.com
walkeredisonfoundation.info
walkeredisonfoundation.net
walkeredisonfoundation.org
walkeredisonfurniture.com
walkeredisonfurniture.info
walkeredisonfurniture.net

92717214_5

walkaradiaanhaln aam
walkeredisonhelp.com
walkeredisonhome.co
walkeredisonhome.com
walkeredisonhome.info
walkeredisonhome.net
walkeredisonhome.org
walkeredisonkids.com
walkeredisonkids.info
walkeredisonservice.us
walkeredisonshop.co
walkeredisonshop.com
walkeredisonshop.info
walkeredisonshop.net
walkeredisonshop.org
walkeredisonshop.us
walkeredisonshop.com
weliveoutsidethebox.com
forestgate.biz
forestgate.mobi
forestgate.name
forestgate.us
manorpark.co
manorpark.mobi
manorpark.name
middlebrookdesigns.biz
middlebrookdesigns.com
middlebrookdesigns.info middlebrookdesigns.net
middlebrookdesigns.org
middlebrookdesigns.us
saracinahome.biz
saracinahome.co
saracinahome.info
saracinahome.mobi
saracinahome.name
saracinahome.net
saracinahome.org
saracinahome.us
walkeredisonshops.com
welwickdesigns.biz
welwickdesigns.com
welwickdesigns.info
welwickdesigns.net
welwickdesigns.org
welwickdesigns.us
winmoor.biz
winmoor.co
winmoor.info
winmoor.net
winmoor.org
winmoor.us
winmoorhome.biz
winmoorhome.co

winmoorhome.com
winmoorhome.info
winmoorhome.net
winmoorhome.org
winmoorhome.us

92717214_5

RECORDED: 04/02/2021