# CH \$65.00 456

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM636970

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST RECORDED AT REEL/FRAME 6635/0813

## **CONVEYING PARTY DATA**

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

#### **RECEIVING PARTY DATA**

Name:	TEESPRING, INC.
Street Address:	77 GEARY ST, SUITE 500
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94108
Entity Type:	Corporation: DELAWARE

## **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	4568141	
Registration Number:	4349784	TEESPRING

#### CORRESPONDENCE DATA

**Fax Number:** 2149813400

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:** 2149813300

Email: lggrau@sidley.com
Correspondent Name: Lauren G. Grau
Address Line 1: 2021 McKinney Ave
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	97639-10030	
NAME OF SUBMITTER:	Lauren G. Grau	
SIGNATURE:	/s/ Lauren G. Grau	
DATE SIGNED:	04/05/2021	

#### **Total Attachments: 5**

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#### TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (the "Release") dated as of April 1, 2021 (the "Release Date"), is made by CUSTOMINK, LLC, a Delaware limited liability company (the "Lender") in favor of TEESPRING, INC., a Delaware corporation (the "Grantor").

WHEREAS, the Grantor and the Lender are parties to that certain Second Amended and Restated Secured Promissory Note, dated as of June 19, 2020 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Loan Agreement"), by and between the Grantor and the Lender which amended and restated amended that certain Amended and Restated Secured Promissory Note, dated as of April 21, 2020, by and between the Grantor and the Lender, which, in turn, amended and restated that certain Secured Subordinated Promissory Note, dated as of May 1, 2019, by and between the Grantor and the Lender;

WHEREAS, in connection with the Loan Agreement, the Grantor entered into that certain Intellectual Property Security Agreement, dated as of May 1, 2019 with the Lender (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "IP Security Agreement"), pursuant to which the Grantor granted to the Lender a security interest in and to Grantor's entire right, title and interest in, to and under all of its Intellectual Property (including without limitation those copyrights, patents, trademarks and mask works listed on Schedules A, B and C hereto) (the "IP Collateral"); and

WHEREAS, the IP Security Agreement was recorded with the United States Patent & Trademark Office (the "<u>USPTO</u>") at the Trademark Division on May 2, 2019, at Reel/Frame 006635/0813 and at the Patent Division on May 2, 2019, at Reel/Frame 049064/0655 and was filed with the United States Copyright Office (the "<u>USCO</u>") on or about May 3, 2019.

NOW THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender agrees as follows:

- 1. <u>Release of Security Interest</u>. Effective as of the Release Date, the Lender hereby terminates the IP Security Agreement and terminates, cancels, releases and discharges the security interest in, and any and all right, title and interest of the Lender in and to, all IP Collateral, including, without limitation, the copyrights, trademarks and patents set forth on <u>Schedules A</u>, <u>B</u> and <u>C</u> hereto.
- 2. <u>Recordation of Release</u>. The Lender understands and agrees that this Release may be recorded by or for the Grantor with the USPTO or USCO, as applicable.
- 3. <u>Further Actions</u>. At the Grantor's sole cost and expense, the Lender agrees to execute any other documents and take any further action, in each case, reasonably necessary and which have been reasonably requested by the Grantor to more fully and effectively effectuate the purpose of this Release.
- 4. <u>Capitalized Terms</u>. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Loan Agreement and/or the IP Security Agreement, as applicable.

[Signature page follows]

IN WITNESS WHEREOF, the Secured Party has caused this Release to be executed as an instrument under seal by its duly authorized officer as of the Release Date.

CUSTOMINK, LLC

DocuSigned by:

Name: Marc Katz

Title: Chief Executive Officer

Address: 2910 District Avenue

Fairfax, Virginia 22031

# SCHEDULE A

# Copyrights

COPYRIGHT - TEESPRING NATURAL 3D FOLD WOMAN'S T-SHIRT IMAGE (VA 1-926-742)

COPYRIGHT - TEESPRING NATURAL 3D FOLDS CREWNECK IMAGE (VA 1-926-746)

COPYRIGHT - TEESPRING NATURAL 3D FOLDS HOODIE IMAGE (VA 1-926-803)

COPYRIGHT - TEESPRING NATURAL 3D FOLDS LONG SLEEVE T-SHIRT IMAGE (VA 1-926-744)

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# SCHEDULE B

# Trademarks

Trademark	Jurisdiction	Application Number	Registration Number
FABRILY	EM	013442793	013442793
T SHIRT & SPRING DESIGN	US	86/140450	4568141
TEESPRING	AU	1641874	1641874
TEESPRING	BR	908473354	908473354
TEESPRING	CA	1697439	924851
TEESPRING	EM	13185228	13185228
TEESPRING	ID	J00 2015 022845	BRMA3717
TEESPRING	TH	983685	17110470
TEESPRING	US	85/752459	4349784
TEESPRING	VN	4-2015-12188	286298

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# SCHEDULE C Patents Registered Patents U.S. Patent No. 8,908,986 Pending Patents

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**RECORDED: 04/05/2021** 

None.