

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM638676

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FIRST EAGLE PRIVATE CREDIT, LLC	FORMERLY Newstar Financial, Inc	04/01/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Empire Today, LLC
Street Address:	333 Northwest Ave.
City:	Northlake
State/Country:	ILLINOIS
Postal Code:	60164
Entity Type:	Limited Liability Company: DELAWARE
Name:	21st Century Flooring, LLC
Street Address:	333 Northwest Ave.
City:	Northlake
State/Country:	ILLINOIS
Postal Code:	60164
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Serial Number:	77110646	
Serial Number:	77110615	202-LUNA
Serial Number:	77357379	800-588-2300
Serial Number:	77732736	877-241-LUNA
Serial Number:	75869960	EMPIRE
Serial Number:	78633857	EMPIRE CARPET
Serial Number:	77357332	EMPIRE TODAY
Serial Number:	77357393	EMPIRE TODAY EMPIRE TODAY
Serial Number:	86199427	EMPIRE TODAY CARPET & FLOORING
Serial Number:	74127248	EMPIRE TODAY, CARPET TOMORROW
Serial Number:	77570648	EMPIRETODAY.COM
Serial Number:	77110586	LUNA
Serial Number:	77110589	LUNA

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	77110594	LUNA FLOORING GALLERY
Serial Number:	86029246	PRECISION QUOTE
Serial Number:	85913680	PUP
Serial Number:	85913633	PUP
Serial Number:	77110625	SUREQUOTE
Serial Number:	77184490	VISIONS

CORRESPONDENCE DATA

Fax Number: 7045032622

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: 7045032600

Email: msheehan@kslaw.com

Correspondent Name: King & Spalding LLP

Address Line 1: 300 S. Tryon St., Ste 1700

Address Line 2: Attn: Moira Sheehan

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER: 22939.515114

NAME OF SUBMITTER: Moira Sheehan

SIGNATURE: /Moira Sheehan/

DATE SIGNED: 04/12/2021

Total Attachments: 9

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TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (this "Termination"), is dated as of April 1, 2021, and made by FIRST EAGLE PRIVATE CREDIT, LLC (f/k/a Newstar Financial, Inc.) (the "Administrative Agent"), in favor of Empire Today, LLC, a Delaware limited liability company ("Empire"), and 21st Century Flooring, LLC., a Delaware limited liability company, ("21st Century", together with Empire, collectively, the "Grantors").

WHEREAS, reference is made to that certain Trademark Security Agreement dated as of November 17, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), by and among the Grantors and the Administrative Agent, pursuant to which a security interest was granted by the Grantors, to the Administrative Agent in certain intellectual property collateral, including without limitation, the Trademark Collateral (as defined below);

WHEREAS, the Trademark Security Agreement was recorded with the trademark division of the United States Patent and Trademark Office on November 18, 2016 at Reel/Frame 5925/0056; and

WHEREAS, the Administrative Agent now desires to terminate the Trademark Security Agreement and terminate, release and discharge its security interest in all intellectual property collateral referred to therein, including, without limitation, the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination, the Administrative Agent hereby states as follows:

1. Defined Terms. Each capitalized term used but not defined in this Termination has the meaning given or ascribed to it in the Trademark Security Agreement.

2. Definition. The term "Trademark Collateral" as used herein, means all of each Grantor's right, title and interests in and to: (a) all trademarks (including service marks), common law marks, trade names, trade dress, domain names and logos, slogans and other indicia of origin under the laws of any jurisdiction in the world, and the registrations and applications for registration thereof (including but not limited to the Trademark registrations and applications listed on Exhibit A hereto); and the goodwill of the business connected with the use of and symbolized by the foregoing; (b) all renewals or extensions of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims and payments for past, present and future infringements or dilutions thereof; (d) all rights to sue for past, present, and future infringements or dilutions of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (e) all rights corresponding to any of the foregoing, in each case.

3. Release of Security Interest. The Administrative Agent hereby terminates, releases and discharges its security interest in the Trademark Collateral and reassigns to the

Executed

person or persons legally entitled thereto all right, title and interest to all intellectual property referred to in the Trademark Security Agreement, including without limitation the Trademark Collateral.

4. Recordation. The Administrative Agent hereby authorizes the Grantors or any of their authorized representatives to file this Termination with the United States Patent and Trademark Office at Grantors' expense.

5. Regarding the Administrative Agent. The Administrative Agent is executing and delivering this Termination solely in its capacity as Administrative Agent under the Trademark Security Agreement and not in its individual or corporate capacity. In acting hereunder, the Administrative Agent shall be entitled to all of the rights, privileges, indemnities and immunities afford to it as Administrative Agent under the Trademark Security Agreement, whether or not expressly set forth herein.

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IN WITNESS WHEREOF, the Administrative Agent has caused this Termination to be executed by its duly authorized officer as of the date first written above.

FIRST EAGLE PRIVATE CREDIT, LLC,
as Administrative Agent and Collateral Agent





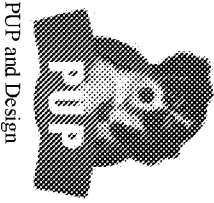
By: 
Name: Tiffany Medron
Title: Director

Exhibit A
Trademarks

Country	Mark	Class	Goods	Appl. No	Appl. Date	Reg. No.	Reg. Date	Action due	Due date	Owner
Canada			Shop at home services in the fields of carpeting, flooring and window treatments, installation services in the fields of carpeting, flooring and window treatments	1468334	2/4/2010	TMA802440	7/19/2011	Renewal	7/19/2026	Empire Today, LLC
Canada	EMPIRE		Providing retail shop at home services for the supply and installation of floor coverings, namely carpets and broadloom, hardwood flooring, laminate flooring, ceramic tiles for floors and walls, vinyl tiles and vinyl floor coverings. (2) Providing retail shop at home online services for the supply and installation of floor coverings, namely carpets and broadloom, hardwood flooring, laminate flooring, ceramic tiles for floors and walls, vinyl tiles and vinyl floor coverings. (3) The supply and installation of window coverings	1402805	7/10/2008	TMA802452	7/19/2011	Renewal	7/19/2026	Empire Today, LLC
Canada	EMPIRE TODAY		Shop at home services in the fields of carpeting, flooring and window treatments, installation services in the fields of carpeting, flooring and window treatments	1468337	2/4/2010	TMA802548	7/20/2011	Renewal	7/20/2026	Empire Today, LLC
United States	(Sensory mark only)	35, 37	Telephone ordering services, retail store and on-line retail store services in the fields of carpeting, flooring and window treatments, / Installation services in the fields of carpeting, flooring and window treatments	77110646	2/19/2007	3394190	3/11/2008	Renewal	3/11/2018	21st Century Flooring, LLC
United States	202-LUNA	35, 37	Shop-at-home, retail store and on-line retail store services in the fields of carpeting, flooring and window	77110615	2/19/2007	3301576	10/2/2007	Renewal	10/2/2017	21st Century Flooring, LLC

Country	Mark	Class	Goods	Appl. No	Appl. Date	Reg. No.	Reg. Date	Action due	Due date	Owner
United States	800-588-2300	35, 37	treatments / Installation services in the fields of carpeting, flooring and window treatments	77357379	12/20/2007	3925877	3/1/2011	Renewal	3/1/2021	Empire Today, LLC
United States	877-241-LUNA	35, 37	Shop-at-home services in the fields of carpeting, flooring and window treatments / Installation services in the fields of carpeting, flooring and window treatments	77732736	5/8/2009	3809252	6/29/2010	Renewal	6/29/2020	21st Century Flooring, LLC
United States	EMPIRE	35, 37	Telephone shop-at-home services in the field of carpeting/ Installation of carpets	75869960	12/13/1999	2516389	12/11/2001	Renewal	12/11/2021	Empire Today, LLC
United States	EMPIRE CARPET	35, 37	Shop-at-home, retail store and on-line retail store services in the fields of carpeting and flooring. / Installation services in the fields of carpeting and flooring.	78633857	5/20/2005	3090137	5/9/2006	Renewal	5/9/2026	Empire Today, LLC
United States	EMPIRE TODAY	35, 37	shop-at-home services in the fields of carpeting, flooring, window treatments / should be installation services in the fields of carpeting, flooring, window treatments	77357332	12/20/2007	3559912	1/13/2009	Renewal	1/13/2019	Empire Today, LLC
United States	EMPIRE TODAY & Design	35, 37	Shop-at-home services in the fields of carpeting, flooring, window treatments, and bath and shower liners. / Installation services in the fields of carpeting, flooring, window treatments, and bath and shower liners.	77357393	12/20/2007	3671527	8/25/2009	Renewal	8/25/2019	Empire Today, LLC
United States										
United States	EMPIRE TODAY CARPET & FLOORING and Design	35, 37	Retail store and on-line retail store services in the fields of carpeting, flooring, and window treatments / installation services in the fields of carpeting, flooring and window treatments	86199427	2/20/2014	4769721	7/7/2015	Declaration of Use and Incontestability	7/7/2021	Empire Today, LLC
United States	EMPIRE TODAY, CARPET TOMORROW	37, 42	Carpet installation services / Retail carpet store services	74127248	12/31/1990	1666975	12/3/1991	Renewal	12/3/2021	Empire Today, LLC

Country	Mark	Class	Goods	Appl. No	Appl. Date	Reg. No.	Reg. Date	Action due	Due date	Owner
United States	EMPIRETODAY.COM	35, 37	Shop-at-home services in the fields of carpeting, flooring, window treatments, and bath and shower liners. / Installation services in the fields of carpeting, flooring, window treatments, and bath and shower liners.	77570648	9/16/2008	3917495	2/8/2011	Renewal	2/8/2021	Empire Today, LLC
United States	LUNA	35, 37	Shop-at-home services in the fields of carpeting, flooring, and window treatments. / Installation services in the fields of carpeting, flooring, and window treatments.	77110586	2/19/2007	3301575	10/2/2007	Renewal	10/2/2017	21st Century Flooring, LLC
United States	LUNA and Crescent Design 	35, 37	Shop-at-home services in the fields of carpeting, flooring, and window treatments. / Installation services in the fields of carpeting, flooring, and window treatments	77110589	2/19/2007	3390977	3/4/2008	Renewal	3/4/2018	21st Century Flooring, LLC
United States	LUNA FLOORING GALLERY	35, 37	Shop-at-home services in the fields of carpeting, flooring, and window treatments. / Installation services in the fields of carpeting, flooring, and window treatments	77110594	2/19/2007	3311520	10/16/2007	Renewal	10/16/2017	21st Century Flooring, LLC
United States	PRECISIONQUOTE	09, 35, 37	Computer software, namely a sales application tool for use in connection with retail services in the fields of carpeting, flooring, and window treatments / Shop-at-home, retail store and on-line retail store services in the fields of carpeting, flooring, and window treatments / Installation services in the fields of carpeting, flooring, and window treatments	86029246	8/5/2013	5073574	11/1/2016	Declaration of Use and Incontestability	11/1/2022	Empire Today, LLC
United States	PUP	27, 35	Carpet, namely carpet that contains fibers or has been treated with chemicals designed to limit the absorbency and effects of exposure to pet urine and other liquids; carpet padding, namely carpet padding that contains an impermeable or semipermeable top layer designed to resist the absorbency of pet urine or other liquids / Retail services by direct solicitation of sales agents in the field of carpeting and padding that are designed to limit the absorbency and effects of exposure to pet urine	85913680	4/24/2013	4581226	8/5/2014	Declaration of Use and Incontestability	8/5/2020	Empire Today, LLC

Country	Mark	Class	Goods	Appl. No	Appl. Date	Reg. No.	Reg. Date	Action due	Due date	Owner
United States	 PUP and Design	27, 35	<p>and other liquids; retail store services in the field of carpeting and padding that are designed to limit the absorbency and effects of exposure to pet urine and other liquids; online retail store services in the field of carpeting and padding that are designed to limit the absorbency and effects of exposure to pet urine and other liquids; mobile retail store services in the field of carpeting and padding that are designed to limit the absorbency and effects of exposure to pet urine and other liquids</p>	85913633	4/24/2013	4581225	8/5/2014	Declaration of Use and Incontestability	8/5/2020	Empire Today, LLC
United States	SUREQUOTE	35, 37	<p>Shop-at-home, retail store and on-line retail store services in the fields of carpeting, flooring, and window treatments / Installation services in liquids</p>	77110625	2/19/2007	3311521	10/16/2007	Renewal	10/16/2017	21st Century Flooring, LLC

Country	Mark	Class	Goods	Appl. No	Appl. Date	Reg. No.	Reg. Date	Action due	Due date	Owner
United States	VISIONS	19	the fields of carpeting, flooring, and window treatments Laminate flooring	77184490	5/18/2007	3573306	2/10/2009	Renewal	2/10/2019	Empire Today, LLC
Wisconsin	EMPIRE CARPET	35, 37	Sale, distribution and installation of carpet area rugs and floor coverings		8/21/2002	2013144034 9	8/21/2002	Renewal	8/21/2022	Empire Today, LLC
Wisconsin	LUNA FLOORING	35, 37	Sales, marketing & installation of carpet, hard surfaces, flooring products & window treatments		2/8/2012	2012000127 7	2/8/2012	Renewal	2/8/2022	21st Century Flooring, LLC
Wisconsin	LUNA SALES	35, 37	Direct sales, door-to-door, of carpet, hard surfaces, flooring products & window treatments		2/8/2012	2012000127 6	2/8/2012	Renewal	2/8/2022	21st Century Sales, LLC

Trademark Licenses:

1. Trademark License Agreement, dated June 2014, Empire Today, LLC and Christos Babalis (Empire Canada Trademark License Agreement).

TRADEMARK

REEL: 007261 FRAME: 0601

RECORDED: 04/12/2021