

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM659423

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Siena Lending Group LLC		07/07/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Earth, Inc.		
Street Address:	41 Seyon Street		
Internal Address:	Suite 400		
City:	Waltham		
State/Country:	MASSACHUSETTS		
Postal Code:	02453		
Entity Type:	Corporation: MASSACHUSETTS		
PROPERTY NUMBERS Total: 42			
Property Type	Number	Word Mark	
Registration Number:	1371439	EARTH	
Registration Number:	1372733	EARTH SHOE	
Registration Number:	2249826	EARTH	
Registration Number:	2199118	EARTH	
Registration Number:	2051653	E	
Registration Number:	2050022	NATURE TRAILS	
Registration Number:	2498823	E	
Registration Number:	2666899	EARTH SHOE	
Registration Number:	2428926	KALSO EARTH SHOE	
Registration Number:	2607997	GELRON 2000	
Registration Number:	2510307	COMFORT WITH AN ATTITUDE	
Registration Number:	2685177	EARTH	
Registration Number:	2668138	EARTH	
Registration Number:	2586906	NEGATIVE HEEL	
Registration Number:	3015844	EARTH SPIRIT	
Registration Number:	2987695	KALSØ	
Registration Number:	2753975	EARTH ORIGINS	
Registration Number:	3677917	EARTH	
TRADEMARK			

OP \$1065.00 1371439

Property Type	Number	Word Mark
Registration Number:	3600397	MADE ON EARTH
Registration Number:	3438992	E
Registration Number:	3558333	GOOD FOR YOU. GOOD FOR THE PLANET.
Registration Number:	3609441	EARTHLINGS
Registration Number:	3526963	EARTH
Registration Number:	3585728	EARTH
Registration Number:	3757587	EARTH
Registration Number:	3982244	EARTHIES
Registration Number:	3879799	E EARTH SPIRIT
Registration Number:	4249379	KALSØ EARTH SHOE
Registration Number:	5070160	CLOUDEASE
Registration Number:	5401252	MICHEL M.
Registration Number:	5734749	POWER PATH
Registration Number:	5788922	EARTH
Registration Number:	5788921	EARTH KALSØ
Registration Number:	5776875	EARTH ORIGINS
Registration Number:	5789385	MODERN WELLNESS FASHION
Registration Number:	5979005	EARTH
Registration Number:	5815163	KALSO GROUNDED
Registration Number:	3688427	PLANET
Registration Number:	4866642	PLANET
Registration Number:	4574795	
Registration Number:	2502759	PLANET SHOES
Registration Number:	2520849	PLANETSHOES.COM

CORRESPONDENCE DATA

Fax Number:

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: 617-248-5000

Email: tadmin@choate.com

Correspondent Name: Sara M. Bauer

Address Line 1: Two International Place

Address Line 2: Choate Hall & Stewart LLP

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 2013024-0013

NAME OF SUBMITTER: Sara M. Bauer

SIGNATURE: /sara bauer/

DATE SIGNED: 07/12/2021

Total Attachments: 9

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TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Termination and Release of Intellectual Property Security Agreement is effective as of July 7, 2021 (“Termination and Release”), by SIENA LENDING GROUP LLC, a Delaware limited liability company, as lender (“Lender”).

WHEREAS, that certain Intellectual Property Security Agreement, dated as of December 24, 2020, (as heretofore amended, restated, supplemented or otherwise modified, the “Intellectual Property Security Agreement”), was executed in favor of Lender by Earth, Inc., a Massachusetts corporation (“Loan Party”), pursuant to which the Loan Party granted to the Lender, to secure the payment of certain obligations to the Lender, a security interest in and lien on the Loan Party’s entire right, title and interest in, to and under certain assets, including the following, whether then owned or existing or thereafter created or acquired (collectively, the “IP Collateral”):

- (a) each of Loan Party’s registered trademarks, patents, and copyrights listed on Schedule 1 annexed hereto (such trademarks, patents and copyrights, the “Trademarks”, “Patents” and “Copyrights”) together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Patent and Copyright; and
- (b) all products and proceeds of the foregoing, including without limitation any claim by Loan Party against third parties for past, present or future (i) infringement or dilution of any Copyright, any Patent, any Trademark, or (ii) injury to the goodwill associated with any Trademark.

WHEREAS, the Intellectual Property Security Agreement was recorded with the U.S. Patent and Trademark Office on December 24, 2020, at Reel 7146, Frame 0518, pursuant to the Trademarks thereunder, and at Reel 054849, Frame 0843, pursuant to the Patents thereunder; and

WHEREAS, the Intellectual Property Security Agreement, with an order filing number of 78272478, was delivered to the U.S. Copyright Office on or about December 29, 2020, but remains unrecorded due to COVID-19 pandemic-related delays in the U.S. Copyright Office. As of the date of this Termination and Release, Lender is not in receipt of the notice of recordation from the U.S. Copyright Office, evidencing the filing of the Intellectual Property Security Agreement;

NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, Lender agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Intellectual Property Security Agreement.

2. Release of Security Interest. Intending to be legally bound hereby, the Lender hereby releases, discharges and terminates any and all liens, security interests, rights, title and interests of the Lender under the Intellectual Property Security Agreement, including in and to the IP Collateral and the goodwill symbolized thereby, and hereby transfers and assigns to the

Loan Party any and all right, title, and interest that the Lender may have obtained in and to the IP Collateral and waives and relinquishes all its rights, powers, privileges, and remedies with respect to the Loan Party and its successors and assigns for all covenants, obligations, liabilities, and warranties, in association with the IP Collateral.

3. Lender hereby authorizes Loan Party or Loan Party's authorized representatives to record this Termination and Release with the United States Patent and Trademark Office and the United States Copyright Office.

4. Lender hereby agrees to take all further actions and provide the Loan Party and its successors, assigns, and legal representatives all such cooperation and assistance, including without limitation, the execution and delivery of any and all further documents or other instruments, in each case as the Loan Party and its successors, assigns, and legal representatives may reasonably request in order to confirm, effectuate, record or enforce the release of the security interest contemplated hereby.

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, the Lender duly executes this Termination and Release of Intellectual Property Security Agreement, which is effective as of the day and year first written above.

SIENA LENDING GROUP LLC

By: 

Name: Renee Singer

Title: Authorized Signatory

By: 

Name: James Persico

Title: Authorized Signatory




[Signature Page to IPSA Termination and Release]

TRADEMARK
REEL: 007352 FRAME: 0543

SCHEDULE 1

TRADEMARK REGISTRATIONS

Grantor	Trademark	Registration Date	Registration Number
Earth, Inc.	卡尔索地球鞋	19-Nov-85	1371439
	EARTH		
Earth, Inc.	EARTH SHOE	26-Nov-85	1372733
Earth, Inc.	EARTH	1-Jun-99	2249826
Earth, Inc.	EARTH	20-Oct-98	2199118
Earth, Inc.		8-Apr-97	2051653
	NATURE TRAILS		
Earth, Inc.		1-Apr-97	2050022
Earth, Inc.		16-Oct-01	2498823
	EARTH SHOE		
Earth, Inc.		24-Dec-02	2666899
Earth, Inc.	KALSO EARTH SHOE	13-Feb-01	2428926
Earth, Inc.	GELRON 2000	13-Aug-02	2607997

Grantor	Trademark	Registration Date	Registration Number
Earth, Inc.	COMFORT WITH AN ATTITUDE	20-Nov-01	2510307
Earth, Inc.		11-Feb-03	2685177
Earth, Inc.		31-Dec-02	2668138
Earth, Inc.	NEGATIVE HEEL	25-Jun-02	2586906
Earth, Inc.	EARTH SPIRIT	15-Nov-05	3015844
Earth, Inc.		23-Aug-05	2987695
Earth, Inc.	EARTH ORIGINS	19-Aug-03	2753975
Earth, Inc.	EARTH	1-Sep-09	3677917
Earth, Inc.	MADE ON EARTH	31-Mar-09	3600397
Earth, Inc.		3-Jun-08	3438992

Grantor	Trademark	Registration Date	Registration Number
Earth, Inc.	GOOD FOR YOU. GOOD FOR THE PLANET.	6-Jan-09	3558333
Earth, Inc.	EARTHLINGS	21-Apr-09	3609441
Earth, Inc.	EARTH	4-Nov-08	3526963
Earth, Inc.		10-Mar-09	3585728
Earth, Inc.		9-Mar-10	3757587
Earth, Inc.	EARTHIES	21-Jun-11	3982244
Earth, Inc.		23-Nov-10	3879799
Earth, Inc.		27-Nov-12	4249379
Earth, Inc.	CLOUDEASE	25-Oct-16	5070160
Earth, Inc.	MICHEL M.	13-Feb-18	5401252

Grantor	Trademark	Registration Date	Registration Number
Earth, Inc.	POWER PATH	23-Apr-19	5734749
Earth, Inc.		25-Jun-19	5788922
Earth, Inc.	 KALSØ	25-Jun-19	5788921
Earth, Inc.	 ORIGINS	11-Jun-19	5776875
Earth, Inc.	MODERN WELLNESS FASHION	25-Jun-19	5789385
Earth, Inc.	EARTH	4-Feb-20	5979005
Earth, Inc.	KALSO GROUNDED	23-Jul-19	5815163
Earth, Inc.	PLANET	29-Sep-09	3688427
Earth, Inc.		8-Dec-15	4866642
Earth, Inc.		29-Jul-14	4574795

Grantor	Trademark	Registration Date	Registration Number
Earth, Inc.	PLANET SHOES	30-Oct-01	2502759
Earth, Inc.	PLANETSHOES.COM	18-Dec-01	2520849
Earth, Inc.	地球 (EARTH IN CHINESE CHARACTERS)	22-Dec-20	52392699
Earth, Inc.	地球鞋 (EARTH SHOES IN CHINESE CHARACTERS)	22-Dec-20	52370522

PATENT REGISTRATIONS

Grantor	Patent	Registration Date	Patent Number
Earth, Inc.	SHOE (GRIFFIN)	26-Jun-12	D662292
Earth, Inc.	SHOE SOLE	25-Mar-03	D472038
Earth, Inc.	FOOTBED	N/A Filing Date: 29-Mar-19	N/A Serial No.: 29/685785

COPYRIGHTS

Grantor	Copyright	Registration Date	Registration Number
Earth, Inc., as successor-in-interest to Meynard Designs, Inc.*	Earth : spring 2006 catalog.	5-Jun-06	TXu001304780
Earth, Inc., as successor-in-interest to Meynard Designs, Inc.*	Different like you : spring 2007 catalog.	28-Mar-07	TX00006561230

* Meynard Designs, Inc. was merged with and into Earth, Inc. on December 28, 2017; these Copyright registrations still reflect the holder as Meynard Designs, Inc.