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ETAS ID: TM667569

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ZOHAR III, LIMITED, as Secured Party		08/11/2021	Corporation: CAYMAN ISLANDS

# **RECEIVING PARTY DATA**

Name:	Croscill Home LLC (f/k/a Croscill Acquisition, LLC)
Street Address:	295 Fifth Avenue, 6th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10016
Entity Type:	Limited Liability Company: DELAWARE

# **PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	3953207	CROSCILL WHITE LABEL
Registration Number:	1503043	CROSCILL
Registration Number:	1186826	CROSCILL
Registration Number:	0380816	CROSCILL
Registration Number:	3421946	CROSCILL WHITE LABEL
Registration Number:	2798495	EMBASSY ROW BY CROSCILL
Registration Number:	2755192	IT'S IN THE DETAILS
Registration Number:	3304811	WHITE LABEL CROSCILL
Registration Number:	0719387	YOUNG ROMANTICS

## CORRESPONDENCE DATA

**Fax Number:** 2125305219

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:** 2125305096

Email: dcip@milbank.com, nbrowand@milbank.com

Correspondent Name: Milbank, LLP
Address Line 1: 55 Hudson Yards

Address Line 2: Nathaniel T. Browand, Esq.

Address Line 4: New York, NEW YORK 10001-2163

ATTORNEY DOCKET NUMBER:	43919.00000	
NAME OF SUBMITTER:	Nathaniel T. Browand	
SIGNATURE:	/Nathaniel T. Browand/	
DATE SIGNED:	08/13/2021	
Total Attachments: 9		
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# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (this "Release") is made as of August 11, 2021 (the "Effective Date"), by Zohar III, Limited in its capacity as Secured Party (together with its successors and permitted assigns in such capacity, the "Secured Party") in favor of Croscill Home LLC (f/k/a Croscill Acquisition, LLC) (the "Grantor"). Terms used but not defined herein shall have the meanings assigned to such terms in the LLC Agreement (as defined below) and the Security Agreement (as defined below), as applicable.

WHEREAS, reference is made to that certain Limited Liability Company Agreement, (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "<u>LLC Agreement</u>"), pursuant to which the Secured Party owns Series A Preferred Interests (as defined in the LLC Agreement) in the Grantor;

WHEREAS, in connection with the LLC Agreement, the Grantor entered into (i) that certain Security Agreement, dated as of November 7, 2008 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Security Agreement"), made by the grantors party thereto in favor of the Secured Party, and (ii) that certain Intellectual Property Security Agreements, dated as of November 7, 2008 and August 1, 2010, which were recorded with the United States Patent and Trademark Office (the "USPTO") at Reel 003898, Frame 0078 and Reel 004264, Frame 0347, respectively (as may be amended, restated, amended and restated, supplemented, or otherwise modified and in effect from time to time, the "Trademark Security Agreements"); and

WHEREAS, the Grantor has requested that the Secured Party terminate and release its security interest in the Collateral listed on <u>Schedule I</u> hereto (the "<u>Released Trademark Collateral</u>").

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

Without recourse, representation or warranty of any kind or nature, the Secured Party hereby immediately, automatically and irrevocably terminates, releases, and discharges its security interest in and lien on all of the Grantor's right, title and interest in, to and under the Released Trademark Collateral, granted pursuant to the Trademark Security Agreements, and reassigns to the Grantor, without recourse, all right, title, and interest of the Secured Party in the Released Trademark Collateral pursuant to the Trademark Security Agreements, and all proceeds thereof, including, without limitation, any and all causes of action which any exist by reason of infringement of the Released Trademark Collateral.

The Secured Party hereby irrevocably authorizes the recordation of this Release with the USPTO.

This Release and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the laws of the State of New York without regard to conflict of laws principles thereof that would result in the application of any law other than the law of the state of New York.

[Signature page follows]

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**IN WITNESS WHEREOF**, the Secured Party has caused this Release to be executed by its duly authorized representative as of the Effective Date.

ZOHAR III, LIMITED, as Secured Party

By:

Name: Mike Katzenstein

Title: Chief Restructuring Officer

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# SCHEDULE I

# Released Trademark Collateral

# Trademarks:

Title	Jurisdiction	Registration No.	Owner
CROSCILL WHITE LABEL	United States	3953207	Croscill Home LLC (f/k/a Croscill Acquisition, LLC)
CROSCILL	United States	1503043	Croscill Acquisition, LLC
CROSCILL	United States	1186826	Croscill Acquisition, LLC
CROSCILL	United States	0380816	Croscill Acquisition, LLC
CROSCILL WHITE LABEL	United States	3421946	Croscill Acquisition, LLC
EMBASSY ROW BY CROSCILL	United States	2798495	Croscill Acquisition, LLC
IT'S IN THE DETAILS	United States	2755192	Croscill Acquisition, LLC
WHITE LABEL CROSCILL	United States	3304811	Croscill Acquisition, LLC
YOUNG ROMANTICS	United States	0719387	Croscill Acquisition, LLC
CROSCILL	Argentina	1972845	Croscill Acquisition, LLC
CROSCILL	Argentina	1972846	Croscill Acquisition, LLC

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CROSCILL	Australia	594578	Croscill Acquisition, LLC
CROSCILL	Australia	594577	Croscill Acquisition, LLC
CROSCILL	Austria	157/544	Croscill Acquisition, LLC
CROSCILL	Benelux	525203	Croscill Acquisition, LLC
CROSCILL	Brazil	817027874	Croscill Acquisition, LLC
CROSCILL	Brazil	817027866	Croscill Acquisition, LLC
CROSCILL	Canada	452265	Croscill Acquisition, LLC
CROSCILL	Canada	420227	Croscill Acquisition, LLC
CROSCILL	China P.R.	928827	Croscill Acquisition, LLC
CROSCILL	Denmark	VR 02.885 1990	Croscill Acquisition, LLC
CROSCILL	Finland	140241	Croscill Acquisition, LLC
CROSCILL	France	1527162	Croscill Acquisition, LLC
CROSCILL	Great Britain	2005499	Croscill Acquisition, LLC
CROSCILL	Great Britain	1370617	Croscill Acquisition, LLC

CROSCILL	Germany	39504823	Croscill Acquisition, LLC
CROSCILL	Greece	124528	Croscill Acquisition, LLC
CROSCILL	Hong Kong	199508091	Croscill Acquisition, LLC
CROSCILL	Hong Kong	199508090	Croscill Acquisition, LLC
CROSCILL	India	660150	Croscill Acquisition, LLC
CROSCILL	Indonesia	IDM000045204	Croscill Acquisition, LLC
CROSCILL	Ireland	163995	Croscill Acquisition, LLC
CROSCILL	Ireland	130325	Croscill Acquisition, LLC
CROSCILL	Israel	96503	Croscill Acquisition, LLC
CROSCILL	Italy	725831	Croscill Acquisition, LLC
CROSCILL	Japan	3097507	Croscill Acquisition, LLC
CROSCILL	Japan	3090893	Croscill Acquisition, LLC
CROSCILL	Korea South	287668	Croscill Acquisition, LLC
CROSCILL	Kuwait	28777	Croscill Acquisition, LLC

CROSCILL	Mexico	434798	Croscill Acquisition, LLC
CROSCILL	Mexico	447083	Croscill Acquisition, LLC
CROSCILL	Mexico	754012	Croscill Acquisition, LLC
CROSCILL	Mexico	754013	Croscill Acquisition, LLC
CROSCILL	Mexico	754011	Croscill Acquisition, LLC
CROSCILL	Mexico	516556	Croscill Acquisition, LLC
CROSCILL	New Zealand	224397	Croscill Acquisition, LLC
CROSCILL	New Zealand	224398	Croscill Acquisition, LLC
CROSCILL	Norway	176789	Croscill Acquisition, LLC
CROSCILL	Panama	159507	Croscill Acquisition, LLC
CROSCILL	Panama	159508	Croscill Acquisition, LLC
CROSCILL	Peru	19019	Croscill Acquisition, LLC
CROSCILL	Peru	19018	Croscill Acquisition, LLC
CROSCILL	Philippines		Croscill Acquisition, LLC

CROSCILL	Portugal	307133	Croscill Acquisition, LLC
CROSCILL	Saudi Arabia	417/91	Croscill Acquisition, LLC
CROSCILL	Singapore	S/T93/0335B	Croscill Acquisition, LLC
CROSCILL	Singapore	S/T93/0336J	Croscill Acquisition, LLC
CROSCILL	Slovak Republic	182027	Croscill Acquisition, LLC
CROSCILL	South Africa	93/2366	Croscill Acquisition, LLC
CROSCILL	Spain	1948561	Croscill Acquisition, LLC
CROSCILL	Sweden	319532	Croscill Acquisition, LLC
CROSCILL	Switzerland	P443375	Croscill Acquisition, LLC
CROSCILL	Switzerland	371618	Croscill Acquisition, LLC
CROSCILL	Taiwan	630253	Croscill Acquisition, LLC
CROSCILL	Thailand	TM18089	Croscill Acquisition, LLC
CROSCILL	Venezuela	P182686	Croscill Acquisition, LLC

# Trademarks unregistered in any jurisdiction:

CROSCILL (AND LOGO)	GALLERIA	SAFARI
CROSCILL (AND LOGO)  CROSCILL AND DESIGN	HARVEST MANOR GOLD	SANTA CRUZ
CROSCILL AND DESIGN  CROSCILL HOME	HARVEST MANOR GOLD HARVEST MANOR RED	SANTA CROZ
CROSCILL HOME  CROSCILL CLASSIC	JACKSON	SASHA
CROSCILL CLASSIC  CROSCILL COTTON		
	KAUAI	SCOTTSDALE
CROSCILL CHAPEL HILL	KRISTIN	SKYLINE CTEPLING POSE
CROSCILL EMBASSY	LEWIS	STERLING ROSE
ROW ALPINE	LUMINOUS	SUMMER BREEZE
BELIZE	LUX COVERLET	TELTEGRAPH
BOULEVARD	LYON	TOPAZ
BRAZIL	MADEIRA	TOWNHOUSE
CATALINA	MARIN	VINTAGE ROSE
CHAMOMILE	MEDICI	BALI
CHRISTINA	MIRROR LAKE	BAROCCO SCROLL
COLBURN	ONYX	BEACH HAVEN
COVENT GARDEN	PICCADILLY	BOULEVARD
DESIREE	PORTLAND STRIPE	CHAMPAGNE POPPIES
EL PASO	RAVELLO	CHESHIRE
EMBARCEDERO	ROYALTON	DAVINCI
DESTON	SPENCER TENSION ROD	PEARL TASSELS
DEVONSHIRE	STERLING ROSE	TELLURIDE TASSELS
DORSET	TASSY	VENETIAN TASSELS
ESTATE	WHITE LABEL LUCITE	WICKER TASSELS
EXCELSIOR	BLONDELL	CHAPIN HARDWARE
HARVEST MANOR	CARNEY	EUPHRATES HARDWARE
IVY ARBOR	CAROLENA	HAWKINS HARDWARE
KEY LARGO	CHEVRON CHENILLE	LANDAU HARDWARE
LADERA	DELANCEY	MIRAGE HARDWARE
LEILANI	DOLCE VITA	MONTROSE HARDWARE
METRO	EDGEWATER PARK	ROMANZA HARDWARE
MINERALE	JASPE	SEVILLE HARDWARE
MONOGRAM	MONICA	SIERRA HARDWARE
NEPTUNE'S	MONICA SHEER	SPENCER TENSION ROD
GRASSES	OAKRIDGE	TULLAMORE
GRASSES	OTHERDOL	HARDWARE
PORTOFINO	ORNAMENTAL BEADS	LEWIS
REGINA GLASS	PEARL RIBBON	LUX COVERLET
ROMANZA	RICE PAPER	LYON
ROSE GARDEN	SALENTO	AQUA ROYAL PET BED
SAMOA	SHEER MIST	BLACK & WHITE ROYAL
SIGNATURE	TELLURIDE	CAMEL ROYAL
LACQUERWARE	DALTON TASSELS	DONUT – RED SCROLL
LACQUERWARE	DALION IASSELS	DONOT - KED SCROLL

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SOUTH SEA BREEZE	GRACE TASSELS	DONUT BED
SPA LEAF	LUSTER TASSELS	

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**RECORDED: 08/13/2021**