

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM669151

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECOND LIEN TRADEMARK SECURITY AGREEMENT RECORDED AT 6681/0261		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AUDAX PRIVATE DEBT LLC, as Collateral Agent		08/19/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MATERIAL US, INC. (f/k/a GREENBERG, INC.)		
Street Address:	1250 53rd Street, Suite 5		
City:	Emeryville		
State/Country:	CALIFORNIA		
Postal Code:	94608		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3729864	HUMANQUANT	
Registration Number:	3814098		
Registration Number:	4978260	ENNEABRAND	
Registration Number:	4423042	WHOLEHUMAN	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Phone:	202-370-4750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	Cogency Global Inc.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1455153 D2		
NAME OF SUBMITTER:	Christian Craft		
SIGNATURE:	/Christian Craft/		
DATE SIGNED:	08/20/2021		

OP \$115.00 3729864

Total Attachments: 3

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RELEASE OF SECOND LIEN TRADEMARK SECURITY AGREEMENT

This **RELEASE OF SECOND LIEN TRADEMARK SECURITY AGREEMENT** (the "Trademark Security Release") is made as of August 19, 2021, by **AUDAX PRIVATE DEBT LLC**, as collateral agent for the Secured Parties (as defined in the Security Agreement referred to below) (in such capacity, the "Collateral Agent"), in favor of **MATERIAL US, INC.** (f/k/a **GREENBERG, INC.**) (the "Grantor").

W I T N E S S E T H

WHEREAS, pursuant to (i) that certain Amended and Restated Pledge and Security Agreement, dated as of June 28, 2019, by and among Grantor, the other grantors party thereto and the Collateral Agent (as heretofore amended, supplemented or otherwise modified, the "Security Agreement") and (ii) that certain Second Lien Trademark Security Agreement, dated as of June 28, 2019, by and between Grantor and Collateral Agent (the "Trademark Security Agreement"; all capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Trademark Security Agreement), the Grantor granted the Collateral Agent a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under all Collateral (as defined in the Security Agreement), including, without limitation, the Trademarks identified on Schedule 1 attached hereto (the "Trademark Security Interest");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on June 28, 2019 at Reel 6681, Frame 0261;

WHEREAS, the Grantor has satisfied in full the terms of the Pledge and Security Agreement and Trademark Security Agreement and requests a release of the Trademark Security Interest; and

WHEREAS, the Collateral Agent, on behalf of itself and the Secured Parties, desires to terminate and grant a release of the Trademark Security Interest as provided in this Trademark Security Release.

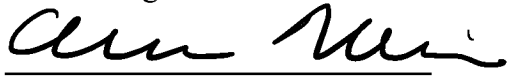
NOW THEREFORE, for good and valuable consideration previously tendered by the Grantor, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, on behalf of itself and the Secured Parties, does hereby agree as follows:

1. Collateral Agent, on behalf of itself and the Secured Parties, hereby (a) terminates the Trademark Security Agreement, (b) irrevocably releases, relinquishes, terminates and discharges the Trademark Security Interest in its entirety and (c) reassigns to the Grantor any and all right, title and interest of any nature whatsoever which it may hold in or to any of the Trademarks (including, without limitation, its interest in the trademarks and U.S. trademark registrations and applications identified on Schedule 1 attached hereto) and associated common law rights and goodwill appurtenant thereto.
2. The Collateral Agent, on behalf of itself and the Secured Parties, authorizes the United States Patent and Trademark Office and any other applicable governmental authority to record this Trademark Security Release.
3. At the request and sole expense of Grantor, Collateral Agent, on behalf of itself and the Secured Parties, agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions necessary to carry out the purposes of this Trademark Security Release.
4. This Trademark Security Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the party hereto has caused this Trademark Security Release to be duly executed and delivered by their respective officers thereunto duly authorized as of the date above first written.

AUDAX PRIVATE DEBT LLC,
as Collateral Agent

By: 

Name: Adam Weiss

Title: Authorized Signatory

Schedule 1

Trademarks, Trademark Applications and Trademark Licenses

Group Company	Service Mark	Country	Appln. No./ Filing Date	Reg. No./ Reg. Date
Material US, Inc. (f/k/a Greenberg, Inc.)	HUMANQUANT	U.S.	February 9, 2009 77666816	December 22, 2009 3729864
Material US, Inc. (f/k/a Greenberg, Inc.)		U.S.	November 17, 2009 77874833	July 6, 2010 3814098
Material US, Inc. (f/k/a Greenberg, Inc.)	ENNEABRAND	U.S.	June 5, 2012 85643136	June 14, 2016 4978260
Material US, Inc. (f/k/a Greenberg, Inc.)	WHOLEHUMAN	U.S.	November 5, 2012 85771916	October 22, 2013 4423042
Material US, Inc. (f/k/a Greenberg, Inc.)	GREENBERG & EAR DESIGN	U.S. (California)	N/A	April 27, 2015 60854
Material US, Inc. (f/k/a Greenberg, Inc.)	HUMANQUANT	Madrid Protocol (China, Singapore)	N/A	October 25, 2010 1057199
Material US, Inc. (f/k/a Greenberg, Inc.)		Madrid Protocol (Singapore)	N/A	August 3, 2010 1048231