# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM671039 Stylesheet Version v1.2

SUBMISSION TYPE: RESUBMISSION

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

PRESUBMIT DOCUMENT ID: 900637626

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Rosenthal & Rosenthal of California, Inc.		08/03/2021	Corporation: CALIFORNIA

## **RECEIVING PARTY DATA**

Name:	EMEB Corporation		
Street Address:	1010 Sandhill Avenue		
City:	Carson		
State/Country:	CALIFORNIA		
Postal Code:	90746		
Entity Type:	Corporation: CALIFORNIA		

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark	
Registration Number:	3630867	ENCANTO	

## **CORRESPONDENCE DATA**

**Fax Number:** 2024083141

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.

**Email:** jean.paterson@cscglobal.com

Correspondent Name: CSC

Address Line 1: 1090 Vermont Avenue, NW

Address Line 2: Suite 430

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 943354

NAME OF SUBMITTER: Jean Paterson

SIGNATURE: /jep/
DATE SIGNED: 08/30/2021

**Total Attachments: 2** 

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### INTELLECTUAL PROPERTY SECURITY AGREEMENT RELEASE

**RELEASE OF SECURITY AGREEMENT**, dated as of August 3, 2021, by Rosenthal & Rosenthal of California, Inc. (the "Lien Holder"), for the benefit of EMEB Corporation ("EMEB"), in connection with the Factoring Agreement by and among Palos Verdes Footwear, Inc. ("Borrower"), Guarantor and Lien Holder, dated July 9, 2018 (the "Factoring Agreement"). Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Factoring Agreement.

WHEREAS, the Lien Holder and EMEB entered into that certain Intellectual Property Security Agreement, dated as of July 9, 2018 (as amended, modified or supplemented from time to time, the "Intellectual Property Security Agreement"), which was recorded with the United States Patent and Trademark Office at Reel 6439, Frame 0606 on August 27, 2018;

WHEREAS, pursuant to the Intellectual Property Security Agreement, EMEB pledged to the Lien Holder a lien on, and security interest in, certain collateral as security for the full, prompt and complete payment and performance of the Obligations; and

WHEREAS, EMEB subsequently sold certain of such pledged collateral to Seajack, LLC ("Seajack").

Now, in connection with the sale by Seajack of that certain trademark set forth on Exhibit A hereto (the "Encanto Trademark"), , the Lien Holder has agreed (i) to terminate and release all its security interest and all its right, title and interest in, to Encanto Trademark, all reissues, continuations or continuations-in-part of the Encanto Trademark and all proceeds of the Encanto Trademark, including, without limitation, any claim by the Lien Holder against third parties for past, present or future infringement of Encanto Trademark (collectively, the "Released Collateral"), such Released Collateral being owned by and registered in the name of Seajack and with respect to which a security interest therein was granted to the Lien Holder pursuant to the Intellectual Property Security Agreement and (ii) to assign and transfer (without recourse, representation or warranty) to Seajack all deeds, assignments and other instruments as may be necessary or proper to reassign, reconvey and re-vest in Seajack the entire right, title and interest in the Released Collateral, as herein provided;

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lien Holder hereby releases the Encanto Trademark from the Intellectual Property Security Agreement and assigns and transfers to Seajack, without representation, warranty or recourse, all of the Lien Holder's right, title and interest in and to the Released Collateral in which EMEB granted a security interest to the Lien Holder pursuant to the Intellectual Property Security Agreement, effective as of the date set forth above. The foregoing release and reassignment shall only apply with respect to the Released Collateral, and shall not apply to any other trademarks or other collateral pledged by EMEB or Seajack to the Lien Holder.

Rosenthal & Rosenthal of California, Inc.

--- DocuSigned by

Name: Sydnee Breuer

Title: Executive Vice President

Sydne Brur

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# **EXHIBIT A**

<u>Trademark</u>	Serial/Reg. No.	Filing Date
ENCANTO	77600460/3630867	3/17/2009

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