

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM670527

| | | | |
|-----------------------------------|------------------------------|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Regions Bank | | 08/26/2021 | Chartered Bank: |
| RECEIVING PARTY DATA | | | |
| Name: | LiveAreaLabs, Inc. | | |
| Street Address: | 2033 6TH AVE | | |
| Internal Address: | STE 600 | | |
| City: | Seattle | | |
| State/Country: | WASHINGTON | | |
| Postal Code: | 98121-2591 | | |
| Entity Type: | Corporation: WASHINGTON | | |
| PROPERTY NUMBERS Total: 45 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3984846 | LIVEAREA LABS | |
| Registration Number: | 3984845 | LIVEAREALABS | |
| Registration Number: | 3984844 | LIVEAREA | |
| Registration Number: | 5341840 | PFS | |
| Registration Number: | 5313162 | LIVEAREA PFS AGENCY | |
| Registration Number: | 5313161 | LIVEAREA PFS AGENCY | |
| Registration Number: | 5242892 | PFS | |
| Registration Number: | 5201783 | PFS | |
| Registration Number: | 5201782 | PFS | |
| Serial Number: | 88064761 | RC PFS RETAILCONNECT | |
| Serial Number: | 88064735 | RC PFS RETAILCONNECT | |
| Serial Number: | 88064697 | RC PFS RETAILCONNECT | |
| Serial Number: | 88064688 | PFS RETAILCONNECT | |
| Serial Number: | 88064655 | PFS RETAILCONNECT | |
| Serial Number: | 88064638 | PFS RETAILCONNECT | |
| Serial Number: | 88064620 | RC RETAILCONNECT | |
| Serial Number: | 88064610 | RC RETAILCONNECT | |
| Serial Number: | 88064534 | RC RETAILCONNECT | |

OP \$1140.00 3984846

| Property Type | Number | Word Mark |
|----------------------|----------|--|
| Serial Number: | 88064517 | RETAILCONNECT |
| Serial Number: | 88064500 | RETAILCONNECT |
| Serial Number: | 88064477 | RETAILCONNECT |
| Registration Number: | 4771946 | LIVEAREA LABS A PFSWEB COMPANY |
| Registration Number: | 4767703 | LIVEAREA LABS A PFSWEB COMPANY |
| Registration Number: | 4767702 | LIVEAREA LABS A PFSWEB COMPANY |
| Registration Number: | 4618221 | PFSWEB INFINITE COMMERCE |
| Registration Number: | 4435948 | PFSWEB ICOMMERCE AGENCY SERVICES |
| Registration Number: | 4435946 | PFSWEB ICOMMERCE CENTERS OF EXCELLENCE |
| Registration Number: | 4435944 | PFSWEB ICOMMERCE CENTERS OF EXCELLENCE |
| Registration Number: | 4435943 | PFSWEB ICOMMERCE CENTERS OF EXCELLENCE |
| Registration Number: | 4435942 | PFSWEB ICOMMERCE HUB |
| Registration Number: | 4435941 | PFSWEB ICOMMERCE HUB |
| Registration Number: | 4435940 | PFSWEB ICOMMERCE HUB |
| Registration Number: | 4435938 | PFSWEB ICOMMERCE HUB |
| Registration Number: | 4310591 | ICOMMERCE |
| Registration Number: | 4310034 | ICOMMERCE |
| Registration Number: | 3708302 | GLOBALMERCHANT PARTNERCONNECT |
| Registration Number: | 3708225 | PFSWEB'S END2END ECOMMERCE |
| Registration Number: | 3708224 | PFSWEB'S END2END ECOMMERCE |
| Registration Number: | 2748162 | PFSWEB |
| Registration Number: | 2740739 | THE EVOLUTION OF OUTSOURCING |
| Registration Number: | 2345487 | PFSWEB |
| Registration Number: | 4979557 | LIVEAREA |
| Registration Number: | 4979556 | LIVEAREA |
| Serial Number: | 86618654 | LIVEAREA |
| Serial Number: | 86420293 | REV A PFSWEB COMPANY |

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.

Email: christopher.freerks@fisherbroyles.com

Correspondent Name: FISHERBROYLES LLP

Address Line 1: 701 Fifth Avenue

Address Line 2: Suite 4200

Address Line 4: SEATTLE, WASHINGTON 98104

| | |
|---------------------------|---------------------|
| NAME OF SUBMITTER: | Kevin D Jablonski |
| SIGNATURE: | /Kevin D Jablonski/ |

| | |
|---------------------|------------|
| DATE SIGNED: | 08/26/2021 |
|---------------------|------------|

Total Attachments: 9

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of August 26, 2021 (“Release”), is made by Regions Bank, as Collateral Agent (“Collateral Agent”) in favor of LiveAreaLabs, Inc., a Washington corporation (“Grantor”).

WHEREAS, pursuant to that certain Security Agreement, dated as of August 5, 2015 (as amended and modified, the “Security Agreement”) by and among the Grantor, Collateral Agent, and others party thereto, Grantor granted to Collateral Agent, for the benefit of the holders of the Secured Obligations (“Secured Parties”), a continuing security interest in, and a right to set off against, any and all right, title and interest of Grantor in and to all Trademarks, including the trademark registrations and trademark applications listed on Schedule A attached hereto (collectively, “Trademark Collateral”); and

WHEREAS, pursuant to the Security Agreement, Grantor executed and delivered to Collateral Agent, for the benefit of the Secured Parties, the Notice of Grant of Security Interest in Trademarks recorded at the United States Patent and Trademark Office (“USPTO”) on August 6, 2015 at Reel 5594 Frame 0375 (“Notice”).

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

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

SECTION 2. Termination and Release. Collateral Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the continuing security interest in, and the right to set off against, any and all right, title and interest of Grantor in and to the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement or Notice; and

(b) authorizes the recordation of this Release with the USPTO at Grantor’s expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York (including, without limitation, Section 5-1401 of the New York General Obligations Law), without regard to any other conflicts of law rules or principles.

IN WITNESS WHEREOF, the Collateral Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed by an authorized officer as of the date first set forth above.

Collateral Agent:

Regions Bank, as Collateral Agent on behalf of
the Secured Parties

By: Jason Douglas
Name: Jason Douglas
Title: Director

Schedule A

**LiveAreaLabs, Inc.
(Washington Corporation)**

**U.S. Trademarks Subject to Security Interest
Granted by LiveAreaLabs, Inc.
In Favor of Regions Bank, as Collateral Agent
Recorded August 6, 2015 at Reel 5594 Frame 0375**

Trademark Registrations

| Mark | Reg. No. | Reg. Date |
|--------------------------|-----------------|------------------|
| LIVEAREA LABS (Stylized) | 3984846 | 06/28/11 |
| LIVEAREALABS | 3984845 | 06/28/11 |
| LIVEAREA | 3984844 | 06/28/11 |

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of August 26, 2021 (“Release”), is made by Regions Bank, as Collateral Agent (“Collateral Agent”) in favor of Priority Fulfillment Services, Inc., a Delaware corporation (“Grantor”).

WHEREAS, pursuant to that certain Security Agreement, dated as of August 5, 2015 (as amended and modified, the “Security Agreement”) by and among the Grantor, Collateral Agent, and others party thereto, Grantor granted to Collateral Agent, for the benefit of the holders of the Secured Obligations (“Secured Parties”), a continuing security interest in, and a right to set off against, any and all right, title and interest of Grantor in and to all Trademarks, including the trademark registrations and trademark applications listed on Schedule A attached hereto (collectively, “Trademark Collateral”); and

WHEREAS, pursuant to the Security Agreement, Grantor executed and delivered to Collateral Agent, for the benefit of the Secured Parties, the Notice of Grant of Security Interest in Trademarks recorded at the United States Patent and Trademark Office (“USPTO”) on November 1, 2018 at Reel 6473 Frame 0004 (“Notice”).

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

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

SECTION 2. Termination and Release. Collateral Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the continuing security interest in, and the right to set off against, any and all right, title and interest of Grantor in and to the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement or Notice; and

(b) authorizes the recordation of this Release with the USPTO at Grantor’s expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York (including, without limitation, Section 5-1401 of the New York General Obligations Law), without regard to any other conflicts of law rules or principles.

IN WITNESS WHEREOF, the Collateral Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed by an authorized officer as of the date first set forth above.

Collateral Agent:

Regions Bank, as Collateral Agent on behalf of
the Secured Parties

By: Jason Douglas

Name: Jason Douglas

Title: Director

Schedule A

Priority Fulfillment Services, Inc.
(Delaware Corporation)

U.S. Trademarks Subject to Security Interest
Granted by Priority Fulfillment Services, Inc.
In Favor of Regions Bank, as Collateral Agent
Recorded November 1, 2018 at Reel 6473 Frame 0004

Trademark Registrations

| Mark | Reg. No. | Reg. Date |
|--------------------------------|----------|-----------|
| PFS and Design | 5341840 | 11/21/17 |
| LIVEAREA PFS AGENCY (Stylized) | 5313162 | 10/17/17 |
| LIVEAREA PFS AGENCY (Stylized) | 5313161 | 10/17/17 |
| PFS and Design | 5242892 | 07/11/17 |
| PFS and Design | 5201783 | 05/09/17 |
| PFS and Design | 5201782 | 05/09/17 |

Trademark Applications

| Mark | Appl. No. | Filing Date |
|---------------------------------|-----------|-------------|
| RC PFS RETAILCONNECT and Design | 88064761 | 08/03/18 |
| RC PFS RETAILCONNECT and Design | 88064735 | 08/03/18 |
| RC PFS RETAILCONNECT and Design | 88064697 | 08/03/18 |
| PFS RETAILCONNECT | 88064688 | 08/03/18 |
| PFS RETAILCONNECT | 88064655 | 08/03/18 |
| PFS RETAILCONNECT | 88064638 | 08/03/18 |
| RC RETAILCONNECT and Design | 88064620 | 08/03/18 |
| RC RETAILCONNECT and Design | 88064610 | 08/03/18 |
| RC RETAILCONNECT and Design | 88064534 | 08/03/18 |
| RETAILCONNECT | 88064517 | 08/03/18 |
| RETAILCONNECT | 88064500 | 08/03/18 |
| RETAILCONNECT | 88064477 | 08/03/18 |

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of August 26, 2021 (“Release”), is made by Regions Bank, as Collateral Agent (“Collateral Agent”) in favor of Priority Fulfillment Services, Inc., a Delaware corporation (“Grantor”).

WHEREAS, pursuant to that certain Security Agreement, dated as of August 5, 2015 (as amended and modified, the “Security Agreement”) by and among the Grantor, Collateral Agent, and others party thereto, Grantor granted to Collateral Agent, for the benefit of the holders of the Secured Obligations (“Secured Parties”), a continuing security interest in, and a right to set off against, any and all right, title and interest of Grantor in and to all Trademarks, including the trademark registrations and trademark applications listed on Schedule A attached hereto (collectively, “Trademark Collateral”); and

WHEREAS, pursuant to the Security Agreement, Grantor executed and delivered to Collateral Agent, for the benefit of the Secured Parties, the Notice of Grant of Security Interest in Trademarks recorded at the United States Patent and Trademark Office (“USPTO”) on August 6, 2015 at Reel 5594 Frame 0363 (“Notice”).

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

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

SECTION 2. Termination and Release. Collateral Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the continuing security interest in, and the right to set off against, any and all right, title and interest of Grantor in and to the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement or Notice; and

(b) authorizes the recordation of this Release with the USPTO at Grantor’s expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York (including, without limitation, Section 5-1401 of the New York General Obligations Law), without regard to any other conflicts of law rules or principles.

IN WITNESS WHEREOF, the Collateral Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed by an authorized officer as of the date first set forth above.

Collateral Agent:

Regions Bank, as Collateral Agent on behalf of
the Secured Parties

By: Jason Douglas
Name: Jason Douglas
Title: Director

Schedule A

**Priority Fulfillment Services, Inc.
(Delaware Corporation)**

**U.S. Trademarks Subject to Security Interest
Granted by Priority Fulfillment Services, Inc.
In Favor of Regions Bank, as Collateral Agent
Recorded August 6, 2015 at Reel 5594 Frame 0363**

Trademark Registrations

| Mark | Reg. No. | Reg. Date |
|---|-----------------|------------------|
| LIVEAREA LABS A PFSWEB COMPANY and Design | 4771946 | 07/14/15 |
| LIVEAREA LABS A PFSWEB COMPANY and Design | 4767703 | 07/07/15 |
| LIVEAREA LABS A PFSWEB COMPANY and Design | 4767702 | 07/07/15 |
| PFSWEB INFINITE COMMERCE | 4618221 | 10/07/14 |
| PFSWEB ICOMMERCE AGENCY SERVICES | 4435948 | 11/19/13 |
| PFSWEB ICOMMERCE CENTERS OF EXCELLENCE | 4435946 | 11/19/13 |
| PFSWEB ICOMMERCE CENTERS OF EXCELLENCE | 4435944 | 11/19/13 |
| PFSWEB ICOMMERCE CENTERS OF EXCELLENCE | 4435943 | 11/19/13 |
| PFSWEB ICOMMERCE HUB | 4435942 | 11/19/13 |
| PFSWEB ICOMMERCE HUB | 4435941 | 11/19/13 |
| PFSWEB ICOMMERCE HUB | 4435940 | 11/19/13 |
| PFSWEB ICOMMERCE HUB | 4435938 | 11/19/13 |
| ICOMMERCE and Design | 4310591 | 03/26/13 |
| ICOMMERCE and Design | 4310034 | 03/26/13 |
| GLOBALMERCHANT PARTNERCONNECT | 3708302 | 11/10/09 |
| PFSWEB'S END2END ECOMMERCE | 3708225 | 11/10/09 |
| PFSWEB'S END2END ECOMMERCE and Design | 3708224 | 11/10/09 |
| PFSWEB and Design | 2748162 | 08/05/03 |
| THE EVOLUTION OF OUTSOURCING | 2740739 | 07/22/03 |
| PFSWEB | 2345487 | 04/25/00 |
| LIVEAREA | 4979557 | 06/14/16 |
| LIVEAREA | 4979556 | 06/14/16 |

Trademark Applications

| Mark | Appl. No. | Filing Date |
|---------------------------------|------------------|--------------------|
| LIVEAREA | 86618654 | 05/04/15 |
| REV A PFSWEB COMPANY and Design | 86420293 | 10/10/14 |