

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM670575

| | | | |
|--|---|-------------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| First Eagle Private Credit, LLC | FORMERLY Newstar Financial, Inc. | 04/01/2021 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Empire Today, LLC | | |
| Street Address: | 333 Northwest Avenue | | |
| City: | Northlake | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60164 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5865614 | PUR PET URINE RESISTANT | |
| Registration Number: | 5865617 | PUR PET URINE RESISTANT | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 9498519348 | | |
| | <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: | 949-851-0633 | | |
| Email: | IPDocketOrangeCounty@mwe.com, sbro@mwe.com, kdelcoure@mwe.com, efarrahi@mwe.com, ipdocketmwe@mwe.com | | |
| Correspondent Name: | Sarah E. Bro | | |
| Address Line 1: | McDermott Will & Emery LLP | | |
| Address Line 2: | 18565 Jamboree Road, Suite 250 | | |
| Address Line 4: | Irvine, CALIFORNIA 92612 | | |
| ATTORNEY DOCKET NUMBER: | 066497-0693 | | |
| NAME OF SUBMITTER: | Sarah E. Bro | | |
| SIGNATURE: | /sarah e. bro/ | | |
| DATE SIGNED: | 08/26/2021 | | |
| Total Attachments: 9 | | | |
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TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (this "Termination"), is dated as of April 1, 2021, and made by FIRST EAGLE PRIVATE CREDIT, LLC (f/k/a Newstar Financial, Inc.) (the "Administrative Agent"), in favor of Empire Today, LLC, a Delaware limited liability company ("Empire"), and 21st Century Flooring, LLC., a Delaware limited liability company, ("21st Century", together with Empire, collectively, the "Grantors").

WHEREAS, reference is made to that certain Trademark Security Agreement dated as of November 17, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), by and among the Grantors and the Administrative Agent, pursuant to which a security interest was granted by the Grantors, to the Administrative Agent in certain intellectual property collateral, including without limitation, the Trademark Collateral (as defined below);

WHEREAS, the Trademark Security Agreement was recorded with the trademark division of the United States Patent and Trademark Office on November 18, 2016 at Reel/Frame 5925/0056; and

WHEREAS, the Administrative Agent now desires to terminate the Trademark Security Agreement and terminate, release and discharge its security interest in all intellectual property collateral referred to therein, including, without limitation, the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination, the Administrative Agent hereby states as follows:

1. Defined Terms. Each capitalized term used but not defined in this Termination has the meaning given or ascribed to it in the Trademark Security Agreement.

2. Definition. The term "Trademark Collateral" as used herein, means all of each Grantor's right, title and interests in and to: (a) all trademarks (including service marks), common law marks, trade names, trade dress, domain names and logos, slogans and other indicia of origin under the laws of any jurisdiction in the world, and the registrations and applications for registration thereof (including but not limited to the Trademark registrations and applications listed on Exhibit A hereto); and the goodwill of the business connected with the use of and symbolized by the foregoing; (b) all renewals or extensions of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims and payments for past, present and future infringements or dilutions thereof; (d) all rights to sue for past, present, and future infringements or dilutions of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (e) all rights corresponding to any of the foregoing, in each case.

3. Release of Security Interest. The Administrative Agent hereby terminates, releases and discharges its security interest in the Trademark Collateral and reassigns to the

Executed

person or persons legally entitled thereto all right, title and interest to all intellectual property referred to in the Trademark Security Agreement, including without limitation the Trademark Collateral.

4. Recordation. The Administrative Agent hereby authorizes the Grantors or any of their authorized representatives to file this Termination with the United States Patent and Trademark Office at Grantors' expense.

5. Regarding the Administrative Agent. The Administrative Agent is executing and delivering this Termination solely in its capacity as Administrative Agent under the Trademark Security Agreement and not in its individual or corporate capacity. In acting hereunder, the Administrative Agent shall be entitled to all of the rights, privileges, indemnities and immunities afford to it as Administrative Agent under the Trademark Security Agreement, whether or not expressly set forth herein.

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IN WITNESS WHEREOF, the Administrative Agent has caused this Termination to be executed by its duly authorized officer as of the date first written above.

FIRST EAGLE PRIVATE CREDIT, LLC,
as Administrative Agent and Collateral Agent


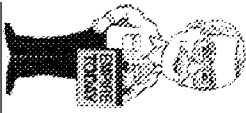

By: 
Name: Tiffany Medron
Title: Director

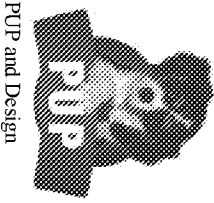
Exhibit A
Trademarks

| Country | Mark | Class | Goods | Appl. No | Appl. Date | Reg. No. | Reg. Date | Action due | Due date | Owner |
|---------------|--|--------|--|----------|------------|-----------|-----------|------------|-----------|----------------------------|
| Canada |  | | Shop at home services in the fields of carpeting, flooring and window treatments, installation services in the fields of carpeting, flooring and window treatments | 1468334 | 2/4/2010 | TMA802440 | 7/19/2011 | Renewal | 7/19/2026 | Empire Today, LLC |
| Canada | EMPIRE | | Providing retail shop at home services for the supply and installation of floor coverings, namely carpets and broadloom, hardwood flooring, laminate flooring, ceramic tiles for floors and walls, vinyl tiles and vinyl floor coverings. (2) Providing retail shop at home online services for the supply and installation of floor coverings, namely carpets and broadloom, hardwood flooring, laminate flooring, ceramic tiles for floors and walls, vinyl tiles and vinyl floor coverings. (3) The supply and installation of window coverings | 1402805 | 7/10/2008 | TMA802452 | 7/19/2011 | Renewal | 7/19/2026 | Empire Today, LLC |
| Canada | EMPIRE TODAY | | Shop at home services in the fields of carpeting, flooring and window treatments, installation services in the fields of carpeting, flooring and window treatments | 1468337 | 2/4/2010 | TMA802548 | 7/20/2011 | Renewal | 7/20/2026 | Empire Today, LLC |
| United States | (Sensory mark only) | 35, 37 | Telephone ordering services, retail store and on-line retail store services in the fields of carpeting, flooring and window treatments, / Installation services in the fields of carpeting, flooring and window treatments | 77110646 | 2/19/2007 | 3394190 | 3/11/2008 | Renewal | 3/11/2018 | 21st Century Flooring, LLC |
| United States | 202-LUNA | 35, 37 | Shop-at-home, retail store and on-line retail store services in the fields of carpeting, flooring and window treatments | 77110615 | 2/19/2007 | 3301576 | 10/2/2007 | Renewal | 10/2/2017 | 21st Century Flooring, LLC |

| Country | Mark | Class | Goods | Appl. No | Appl. Date | Reg. No. | Reg. Date | Action due | Due date | Owner |
|---------------|---|--------|---|----------|------------|----------|------------|---|------------|----------------------------|
| United States | 800-588-2300 | 35, 37 | treatments / Installation services in the fields of carpeting, flooring and window treatments | 77357379 | 12/20/2007 | 3925877 | 3/1/2011 | Renewal | 3/1/2021 | Empire Today, LLC |
| United States | 877-241-LUNA | 35, 37 | Shop-at-home services in the fields of carpeting, flooring and window treatments / Installation services in the fields of carpeting, flooring and window treatments | 77732736 | 5/8/2009 | 3809252 | 6/29/2010 | Renewal | 6/29/2020 | 21st Century Flooring, LLC |
| United States | EMPIRE | 35, 37 | Telephone shop-at-home services in the field of carpeting/ Installation of carpets | 75869960 | 12/13/1999 | 2516389 | 12/11/2001 | Renewal | 12/11/2021 | Empire Today, LLC |
| United States | EMPIRE CARPET | 35, 37 | Shop-at-home, retail store and on-line retail store services in the fields of carpeting and flooring. / Installation services in the fields of carpeting and flooring. | 78633857 | 5/20/2005 | 3090137 | 5/9/2006 | Renewal | 5/9/2026 | Empire Today, LLC |
| United States | EMPIRE TODAY | 35, 37 | shop-at-home services in the fields of carpeting, flooring, window treatments / should be installation services in the fields of carpeting, flooring, window treatments | 77357332 | 12/20/2007 | 3559912 | 1/13/2009 | Renewal | 1/13/2019 | Empire Today, LLC |
| United States | EMPIRE TODAY & Design | 35, 37 | Shop-at-home services in the fields of carpeting, flooring, window treatments, and bath and shower liners. / Installation services in the fields of carpeting, flooring, window treatments, and bath and shower liners. | 77357393 | 12/20/2007 | 3671527 | 8/25/2009 | Renewal | 8/25/2019 | Empire Today, LLC |
| United States | EMPIRE TODAY CARPET & FLOORING and Design | 35, 37 | Retail store and on-line retail store services in the fields of carpeting, flooring, and window treatments / installation services in the fields of carpeting, flooring and window treatments | 86199427 | 2/20/2014 | 4769721 | 7/7/2015 | Declaration of Use and Incontestability | 7/7/2021 | Empire Today, LLC |
| United States | EMPIRE TODAY, CARPET TOMORROW | 37, 42 | Carpet installation services / Retail carpet store services | 74127248 | 12/31/1990 | 1666975 | 12/3/1991 | Renewal | 12/3/2021 | Empire Today, LLC |



| Country | Mark | Class | Goods | Appl. No | Appl. Date | Reg. No. | Reg. Date | Action due | Due date | Owner |
|---------------|--|------------|--|----------|------------|----------|------------|---|------------|----------------------------|
| United States | EMPIRETODAY.COM | 35, 37 | Shop-at-home services in the fields of carpeting, flooring, window treatments, and bath and shower liners. / Installation services in the fields of carpeting, flooring, window treatments, and bath and shower liners. | 77570648 | 9/16/2008 | 3917495 | 2/8/2011 | Renewal | 2/8/2021 | Empire Today, LLC |
| United States | LUNA | 35, 37 | Shop-at-home services in the fields of carpeting, flooring, and window treatments. / Installation services in the fields of carpeting, flooring, and window treatments. | 77110586 | 2/19/2007 | 3301575 | 10/2/2007 | Renewal | 10/2/2017 | 21st Century Flooring, LLC |
| United States | LUNA and Crescent Design  | 35, 37 | Shop-at-home services in the fields of carpeting, flooring, and window treatments. / Installation services in the fields of carpeting, flooring, and window treatments | 77110589 | 2/19/2007 | 3390977 | 3/4/2008 | Renewal | 3/4/2018 | 21st Century Flooring, LLC |
| United States | LUNA FLOORING GALLERY | 35, 37 | Shop-at-home services in the fields of carpeting, flooring, and window treatments. / Installation services in the fields of carpeting, flooring, and window treatments | 77110594 | 2/19/2007 | 3311520 | 10/16/2007 | Renewal | 10/16/2017 | 21st Century Flooring, LLC |
| United States | PRECISIONQUOTE | 09, 35, 37 | Computer software, namely a sales application tool for use in connection with retail services in the fields of carpeting, flooring, and window treatments / Shop-at-home, retail store and on-line retail store services in the fields of carpeting, flooring, and window treatments / Installation services in the fields of carpeting, flooring, and window treatments | 86029246 | 8/5/2013 | 5073574 | 11/1/2016 | Declaration of Use and Incontestability | 11/1/2022 | Empire Today, LLC |
| United States | PUP | 27, 35 | Carpet, namely carpet that contains fibers or has been treated with chemicals designed to limit the absorbency and effects of exposure to pet urine and other liquids; carpet padding, namely carpet padding that contains an impermeable or semipermeable top layer designed to resist the absorbency of pet urine or other liquids / Retail services by direct solicitation of sales agents in the field of carpeting and padding that are designed to limit the absorbency and effects of exposure to pet urine | 85913680 | 4/24/2013 | 4581226 | 8/5/2014 | Declaration of Use and Incontestability | 8/5/2020 | Empire Today, LLC |

| Country | Mark | Class | Goods | Appl. No | Appl. Date | Reg. No. | Reg. Date | Action due | Due date | Owner |
|---------------|--|--------|--|----------|------------|----------|------------|---|------------|----------------------------|
| United States |  PUP and Design | 27, 35 | <p>and other liquids; retail store services in the field of carpeting and padding that are designed to limit the absorbency and effects of exposure to pet urine and other liquids; online retail store services in the field of carpeting and padding that are designed to limit the absorbency and effects of exposure to pet urine and other liquids; mobile retail store services in the field of carpeting and padding that are designed to limit the absorbency and effects of exposure to pet urine and other liquids</p> | 85913633 | 4/24/2013 | 4581225 | 8/5/2014 | Declaration of Use and Incontestability | 8/5/2020 | Empire Today, LLC |
| United States | SUREQUOTE | 35, 37 | <p>Shop-at-home, retail store and on-line retail store services in the fields of carpeting, flooring, and window treatments / Installation services in liquids</p> | 77110625 | 2/19/2007 | 3311521 | 10/16/2007 | Renewal | 10/16/2017 | 21st Century Flooring, LLC |

| Country | Mark | Class | Goods | Appl. No | Appl. Date | Reg. No. | Reg. Date | Action due | Due date | Owner |
|---------------|---------------|--------|---|----------|------------|-----------------|-----------|------------|-----------|----------------------------|
| United States | VISIONS | 19 | the fields of carpeting, flooring, and window treatments Laminate flooring | 77184490 | 5/18/2007 | 3573306 | 2/10/2009 | Renewal | 2/10/2019 | Empire Today, LLC |
| Wisconsin | EMPIRE CARPET | 35, 37 | Sale, distribution and installation of carpet area rugs and floor coverings | | 8/21/2002 | 2013144034 9 | 8/21/2002 | Renewal | 8/21/2022 | Empire Today, LLC |
| Wisconsin | LUNA FLOORING | 35, 37 | Sales, marketing & installation of carpet, hard surfaces, flooring products & window treatments | | 2/8/2012 | 2012000127 7 | 2/8/2012 | Renewal | 2/8/2022 | 21st Century Flooring, LLC |
| Wisconsin | LUNA SALES | 35, 37 | Direct sales, door-to-door, of carpet, hard surfaces, flooring products & window treatments | | 2/8/2012 | 2012000127 6 | 2/8/2012 | Renewal | 2/8/2022 | 21st Century Sales, LLC |

Trademark Licenses:

1. Trademark License Agreement, dated June 2014, Empire Today, LLC and Christos Babalis (Empire Canada Trademark License Agreement).