

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM674901

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks Previously Recorded at Reel/Frame (6710/0064)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BANK OF MONTREAL		09/03/2021	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	ALLIED 100, LLC		
Street Address:	1800 US Highway 51 N		
City:	WOODRUFF		
State/Country:	WISCONSIN		
Postal Code:	54568		
Entity Type:	Limited Liability Company: WISCONSIN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5583549	HEARTSMART.COM	
Registration Number:	5815248	HEARTSMART	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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:	2124553605		
Email:	jmull@stblaw.com		
Correspondent Name:	Genevieve Dorment		
Address Line 1:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	003471/0011		
NAME OF SUBMITTER:	J. Jason Mull		
SIGNATURE:	/J. Jason Mull/		
DATE SIGNED:	09/16/2021		
Total Attachments: 3			
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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of September 3, 2021, by BANK OF MONTREAL (“Agent”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Trademark Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, ALLIED 100, LLC (“Grantor”) and Agent were parties to that certain Trademark Security Agreement dated as of July 31, 2019 (the “Trademark Security Agreement”) pursuant to which Grantor granted to Agent for the benefit of the Secured Parties, a Lien on and security interest in certain Trademarks and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Agent, including the Trademarks set forth on Schedule I hereto;

WHEREAS, the Trademark Security Agreement was recorded by the United States Patent and Trademark Office on August 1, 2019, at Reel 6710, Frame 0064;

WHEREAS, Grantor has requested that Agent release its Lien on and security interest in the Trademarks and Trademark Collateral and reassign any and all rights in the same to Grantor;

WHEREAS, Grantor has satisfied and fulfilled all of its obligations to release the Agent’s security interest in the Trademarks and Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Agent hereby releases, terminates and discharges all of its security interests in and Liens on all of Grantor’s right, title and interest in, to, and under the following (collectively the “Trademark Collateral”):

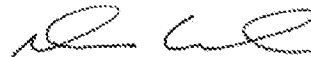
- (i) all of Grantor’s Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iv) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

2. Agent hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Agent, any and all of Agent’s right, title and interest in, to and under the Trademarks and the Trademark Collateral.

[Signature Page Follows]

IN WITNESS WHEREOF, Agent has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

BANK OF MONTREAL

By: 


Name: Dan Weeks

Title: Managing Director

SCHEDULE I

Trademark Registrations

1. REGISTERED TRADEMARKS

<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Jurisdiction</u>
HEARTSMART.COM	5,583,549	October 16, 2018	USA
heartsmart 	5,815,248	July 23, 2019	USA

2. IP LICENSES

None.

Trademark Release and Reassignment