

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM677069

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RGA Reinsurance Company		09/21/2021	Corporation: MISSOURI
RECEIVING PARTY DATA			
Name:	Filters Now LLC		
Street Address:	420 3rd Avenue NW		
City:	Hickory		
State/Country:	NORTH CAROLINA		
Postal Code:	28601		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2922532	ACCUMULAIR	
Registration Number:	3621963	FILTERS-NOW.COM	
Registration Number:	3948994	SIMPLY CUT	
Registration Number:	4026765	ODOR BLOCK	
CORRESPONDENCE DATA			
Fax Number:	3177133699		
<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:	3177133412		
Email:	twagner@taftlaw.com		
Correspondent Name:	Tiffini Wagner		
Address Line 1:	One Indiana Square		
Address Line 2:	Suite 3500		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	76572-GN007		
NAME OF SUBMITTER:	Tiffini Wagner		
SIGNATURE:	/ Tiffini Wagner /		
DATE SIGNED:	09/27/2021		
Total Attachments: 4			

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN PATENTS, TRADEMARKS, AND COPYRIGHTS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS, TRADEMARKS, AND COPYRIGHTS**, dated as of September 21, 2021 (“Release”), is made by **RGA REINSURANCE COMPANY**, a Missouri corporation, as administrative agent (“Agent”) in favor of **FILTERS NOW LLC**, a Delaware limited liability company (“Grantor”).

WHEREAS, pursuant to that certain Confirmatory Grant of Security Interest in United States Patents, Trademarks, and Copyrights dated as of January 31, 2019 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the “Security Agreement”; capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement) by and among the Grantor, Agent, and others party thereto, Grantor granted to the Agent, for the benefit of itself and the Holders (the “Secured Creditors”) and their affiliates, a continuing security interest in all of Grantor’s right, title and interest in and to the Patents, Trademarks, and Copyrights set forth on Schedule A attached hereto, together with all proceeds and products of the foregoing, and all causes of action for infringement of any of the Patents, Trademarks, or Copyrights, or unfair competition regarding the same (collectively, the “IP Collateral”).

WHEREAS, Grantor delivered to Agent, for the ratable benefit of the Secured Creditors and their affiliates, the Security Agreement, recorded at the United States Patent and Trademark Office (“USPTO”) on the dates and at the reel and frame numbers set forth on Schedule A attached hereto;

WHEREAS, Grantor has requested that Agent release its continuing security interest in all of Grantor’s right, title and interest in and to the IP Collateral including, but not limited to, the foregoing listed on Schedule A attached hereto, and retransfer and reassign to Grantor without recourse all of Agent’s right, title and interest in and to the IP Collateral.

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

SECTION 1. Termination and Release. Agent, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases Agent’s security interest in Grantor’s right, title or other interest in the IP Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement, and reassigns any and all right, title and interest has in and to the IP Collateral together with the goodwill of the business symbolized thereby;

(b) upon Grantor’s reasonable request, agrees to execute, acknowledge, procure and deliver to Grantor any and all further documents or instruments and do any and all further acts necessary to effect the release of Agent’s continuing security interest in Grantor’s right, title and interest in and to the IP Collateral; and

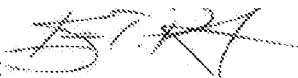
(c) authorizes the recordation of this Release with the USPTO and in any other office as may be necessary to carry out the intention of this Release at Grantor’s expense.

SECTION 2. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed as of the date first set forth above.

Agent:

RGA REINSURANCE COMPANY

By: 

Name: Kevin Prunty

Title: Vice President, Private Debt & Equity

Acknowledged and Agreed:

FILTERS NOW LLC

By: 
Name: Cindy Payne
Title: Chief Financial Officer

Schedule A

1. Trademarks and Trademark Applications

TRADEMARK	APPLICATION/REGISTRATION NUMBER	JURISDICTION	OWNER	REEL/FRAME
ACCUMULAIR AND DESIGN	2,922,532	UNITED STATES	FILTERS NOW LLC	6547/0688
FILTERS-NOW.COM	3,621,963	UNITED STATES	FILTERS NOW LLC	6547/0688
SIMPLY CUT	3,948,994	UNITED STATES	FILTERS NOW LLC	6547/0688
ODOR BLOCK	4,026,765	UNITED STATES	FILTERS NOW LLC	6547/0688

2. Patents and Patent Applications

None.

3. Copyrights and Copyright Applications

None.