# CH \$115.00 4436

ETAS ID: TM679861

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, N.A., as Administrative Agent		10/08/2021	National Banking Association: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	Fort Effect Corp.		
Street Address:	119 S. Main Street		
Internal Address:	#310		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98104		
Entity Type:	Corporation: WASHINGTON		

### **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	4436322	LUUM
Registration Number:	4485864	LUUM
Registration Number:	6236672	LUUM
Registration Number:	6236671	

### CORRESPONDENCE DATA

**Fax Number:** 2127514864

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.

**Phone:** 2129061216

Email: angela.amaru@lw.com

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru

Address Line 1: 1271 Avenue of the Americas Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	037216-0040
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	10/08/2021

TRADEMARK 900648543 REEL: 007447 FRAME: 0428

# **Total Attachments: 4**

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TRADEMARK REEL: 007447 FRAME: 0429

### **RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of October 8, 2021 (the "Effective Date"), is made by Wells Fargo Bank, N.A., as administrative agent (in such capacity, the "Administrative Agent") for the Secured Parties, in favor of Fort Effect Corp. (the "Grantor"). All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed to them (including by reference) in the Security Agreement (as defined below).

WHEREAS, pursuant to that certain Guarantee and Collateral Agreement, dated as of August 30, 2019 (as may have been amended, restated, supplemented, replaced or otherwise modified from time to time, the "Security Agreement"), the Grantor executed and delivered that certain Trademark Security Agreement, dated as of April 13, 2021 (the "Trademark Security Agreement");

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, the Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest (the "Security Interest") in and to all of its right, title and interest in and to the following (the "Trademark Collateral"):

(i) all U.S. trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or service mark registrations and any new renewals thereof, including, without limitation, each registration and application identified in Schedule I attached hereto, however, not including any pending "intent-to-use" application for registration of a trademark or service mark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal Law, (ii) the right to sue or otherwise recover for any and all past, present or future infringements and other violations thereof, (iii) all income, royalties, damages and other payments then and thereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, payments arising out of any other sale, lease, license or other disposition thereof and damages and payments for past, present or future infringements and other violations thereof), (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above, and (v) any and all proceeds of the foregoing;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office ("USPTO") on April 13, 2021 at Reel/Frame 7254/0064; and

WHEREAS, the Grantor has requested that the Administrative Agent executes and delivers this Release to evidence the release of the Security Interest in the Trademark Collateral for recordation with the USPTO.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent, without any representation, warranty or recourse of any kind or nature, hereby (i) terminates the Trademark Security Agreement, (ii) releases, discharges and terminates the Security Interest in the Trademark Collateral, and (iii) re-assigns to the Grantor any right, title or interest the Administrative Agent may have in or to the Trademark Collateral.

TRADEMARK REEL: 007447 FRAME: 0430 The Grantor or any person or entity hereafter having any right, title or interest (including a security interest) in or to the Trademark Collateral (or any of their respective designees) is hereby authorized to file this release for recordation in the USPTO.

[Signature Page Follows]

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IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed and delivered by its duly authorized representative as of the Effective Date.

WELLS FARGO BANK, N.A., as Administrative Agent

By

Name: Darin Mullis Title: Managing Director

# SCHEDULE I

Borrower/Grantor	Trademark	Jurisdiction	Application #	Filing Date	Date Registered	Registration #	status
Fort Effect Corp.	Luum Logo	US	85/899,640	4/9/2013	11/19/2013	4,436,322	Registered
Fort Effect Corp.	LUUM	US	85/665,488	6/29/2012	2/18/2014	4,485,864	Registered
Fort Effect Corp.	LUUM	US	88/727,212	12/13/2019	1/5/2021	6,236,672	Registered
Fort Effect Corp.	Luum Logo	US	88/727,211	12/13/2019	1/5/2021	6,236,671	Registered

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RECORDED: 10/08/2021

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