TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM685149

SUBMISSION TYPE: NEW ASSIGNMENT

RELEASE OF SECURITY INTEREST **NATURE OF CONVEYANCE:**

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Siena Lending Group LLC			Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Seitz LLC
Street Address:	212 Industrial Lane
City:	Torrington
State/Country:	CONNECTICUT
Postal Code:	06790
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	4939727	SEITZ
Registration Number:	3000290	SEITZ

CORRESPONDENCE DATA

Fax Number: 4122091860

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: 4122974900

Email: iptrademark.dcg@dentons.com Dentons Cohen & Grigsby P.C. **Correspondent Name:**

Address Line 1: 625 Liberty Avenue

Address Line 4: Pittsburgh, PENNSYLVANIA 15222

ATTORNEY DOCKET NUMBER:	025948.0010
NAME OF SUBMITTER:	Noland J. Cheung
SIGNATURE:	/noland j. cheung/
DATE SIGNED:	11/02/2021

Total Attachments: 4

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TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Termination and Release of Intellectual Property Security Agreement is effective as of November 1, 2021 ("<u>Termination and Release</u>"), by SIENA LENDING GROUP LLC, a Delaware limited liability company, as lender ("<u>Lender</u>").

WHEREAS, that certain Intellectual Property Security Agreement, dated as of April 18, 2019, (as heretofore amended, restated, supplemented or otherwise modified, the "<u>Intellectual Property Security Agreement</u>"), was executed in favor of Lender by Seitz LLC, a Delaware limited liability company ("<u>Loan Party</u>"), pursuant to which the Loan Party granted to the Lender, to secure the payment of certain obligations to the Lender, a security interest in and lien on all of the Loan Party's right, title and interest in, to and under the following, whether then existing or thereafter created or acquired (collectively, the "<u>IP Collateral</u>"), with power of sale to the extent permitted by law:

- (a) all of Loan Party's copyrights and copyright applications (collectively, "Copyrights"), all of the goodwill of the business connected with the use of, and symbolized by, each Copyright, and licenses for any of the foregoing ("Copyright Licenses"), including without limitation those referred to on Schedule 1 hereto;
- (b) all of Loan Party's patents and patent applications (collectively, "Patents"), all of the goodwill of the business connected with the use of, and symbolized by, each Patent, and licenses for any of the foregoing ("Patent Licenses"), including those referred to on Schedule 1 hereto;
- (c) all of Loan Party's trademarks, trademark applications, service marks, trade names, mask works (collectively, "<u>Trademarks</u>"), all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, and licenses for any of the foregoing ("<u>Trademark Licenses</u>"), including those referred to on <u>Schedule 1</u> hereto;
 - (d) all reissues, continuations or extensions of the foregoing;
- (e) all products and proceeds of the foregoing, including without limitation any claim by Loan Party against third parties for past, present or future infringement or dilution of any Copyright, any Patent, any Trademark, any Copyright licensed under any Copyright License, any Patent licensed under any Patent License, or any Trademark licensed under any Trademark License;

WHEREAS, the Intellectual Property Security Agreement was (a) recorded with the U.S. Patent and Trademark Office on April 18, 2019, at (i) Reel 048945, Frame 0805 and (ii) Reel 6623, Frame 0452 and (b) filed with the United States Copyright Office on April 22, 2019 with filing no. 1-3I52JGJ; and

NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, Lender agrees as follows:

- 1. <u>Defined Terms</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Intellectual Property Security Agreement.
- 2. <u>Release of Security Interest</u>. Intending to be legally bound hereby, the Lender hereby releases and terminates any and all rights, title and interests in and to the IP Collateral, and hereby authorizes Loan Party or Loan Party's authorized representatives to record this Termination and Release with the United States Patent and Trademark Office and the United States Copyright Office.

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TRADEMARK REEL: 007480 FRAME: 0732 IN WITNESS WHEREOF, the Lender duly executes this Termination and Release of Intellectual Property Security Agreement, which is effective as of the day and year first written above.

SIENA LENDING GROUP LLC

By:

James Persico

Authorized Signatory

By:

Martin/Goni

Authorized Signatory

SCHEDULE 1

Trademarks Country USA USA Patents	Trademark Original Property of the Control of the	<u>Application or</u> <u>Registration No.</u> 76605911/3000290 86688464/4939727 <u>Application or</u> <u>Petert No.</u>	Filing Date 8/6/2004 7/9/2015	<u>Registration</u> <u>Date</u> 9/27/2005 4/19/2016	ation <u>e</u> 005
JSA JSA	N Sept	76605911/3000290 86688464/4939727	8/6/2004 7/9/2015		9/27/2005 4/19/2016
<u>tents</u>					
Country	<u>Title</u>	Application or Patent No.	Filing Date	<u> </u> 5	te <u>Issue Date</u>
USA	Induction Heated	12/800,333	5/13/2010	0	0 1/22/2013
	Server and Memod of Making	8,357,882			
USA	Cartridge for Beverage	29/417,436	4/3/2012	2	2 10/8/2013
	owned with Pepsico, Inc.)	D690,990			
USA	Cartridge for Beverage	29/417,437	4/3/2012	2	2 10/8/2013
	owned with Pepsico, Inc.)	D690,991			

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RECORDED: 11/02/2021