

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM686053

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HPS INVESTMENT PARTNERS, LLC, as collateral agent		10/21/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	RugsUSA, LLC
Street Address:	134 West 29th Street, 5th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10001
Entity Type:	Limited Liability Company: DELAWARE
Name:	NULOOM, LLC
Street Address:	134 West 29th Street, 5th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10001
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3510633	RUGS USA
Serial Number:	87649796	NULOOM

CORRESPONDENCE DATA

Fax Number: 2028357586
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: 202-835-7500
Email: dcip@milbank.com
Correspondent Name: Javier J. Ramos
Address Line 1: 1850 K Street, NW, Suite 1100
Address Line 2: Milbank, LLP
Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	34408.00052
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	11/05/2021
Total Attachments: 3 source=03. Rugs - Trademark Release#page1.tif source=03. Rugs - Trademark Release#page2.tif source=03. Rugs - Trademark Release#page3.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARKS

October 21, 2021

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of March 5, 2021 (the "Trademark Security Agreement"), recorded in the United States Patent and Trademark Office ("USPTO") on March 25, 2021 under Reel/Frame 7233/0760, by RUGSUSA, LLC and NULOOM, LLC (collectively, the "Releasees") to HPS INVESTMENT PARTNERS, LLC, as collateral agent ("Releasor"), Releasees granted to Releasor, for the benefit of the Secured Parties (as defined in the Trademark Security Agreement), a security interest in all of its right, title and interest in, to and under all Trademarks including, without limitation, the trademark registrations and applications listed on the annexed Schedule A, together, in each case, with the product lines and goodwill of the business connected with the use of, and symbolized by, each such trademark, and including all renewals of registrations thereof, all rights to recover for all past, present and future infringements thereof and all rights to sue therefor, and all rights corresponding thereto throughout the world (collectively, the "Trademark Collateral"); and

WHEREAS, Releasees have requested, and Releasor has agreed to execute, acknowledge and deliver, this Release of Security Interest in Trademarks (this "Release") to terminate the Trademark Security Agreement and confirm the release, relinquishment and discharge of its continuing security interest in, to and under the Trademark Collateral.

NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Releasor hereby agrees as follows:

1. Release of Security Interest. Releasor hereby, without any representation or warranty of any kind and without any recourse to Releasor, terminates the Trademark Security Agreement and hereby terminates, releases, relinquishes and discharges all of its lien on and security interest in, to and under the Trademark Collateral and transfers and assigns to the applicable Releasee any and all right, title or interest Releasor may have in, to and under the Trademark Collateral.

2. The Releasor hereby authorizes the Releasees, or the Releasees' authorized representatives, to record this Release with the United States Patent and Trademark Office and/or any other applicable governmental office or agency. The Releasor further agrees to execute and deliver to the Releasees any and all further documents and instruments, and do any and all further acts which the Releasee (or its agents or designees) reasonably request, at the Releasees' sole cost and expense, in order to confirm this Release of Security Interest in Trademarks and the Releasees' right, title, and interest in or to the Trademark Collateral.

3. THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

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IN WITNESS WHEREOF, Releasor has caused this Release to be duly executed by its duly authorized representatives as of the date first written above.

HPS INVESTMENT PARTNERS, LLC

[Faint signature]

[Handwritten signature]

By: _____
Name: Vikas Koswani
Title: Managing Director

SCHEDULE A

TRADEMARKS

Mark	Filing Date / Registration Date	Application No. / Registration No.	Owner of Record
RUGS USA	Filing Date: 4/9/2007 Reg. Date: 10/7/2008	App. No.: 77151969 Reg. No.: 3510633	RugsUSA, LLC
NULOOM	Filing Date: 10/18/2017	App. No.: 87649796	NuLoom, LLC