

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM686115

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GLADSTONE CAPITAL CORPORATION		11/01/2021	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	BEAR MOUNTAIN FOREST PRODUCTS, INC.		
Street Address:	5 NE Cramblett Way		
City:	Cascade Locks		
State/Country:	OREGON		
Postal Code:	97014		
Entity Type:	Corporation: OREGON		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4405704	AMERICA'S BEST	
Registration Number:	4378806	BEAR BRICKS	
Registration Number:	4301411	COZY DEN	
Registration Number:	4378805	DRY DEN	
Registration Number:	5421680	GOLDEN FIRE	
Registration Number:	4917925		
Registration Number:	4301412	BEAR MOUNTAIN	
CORRESPONDENCE DATA			
Fax Number:	8014153500		
<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:	(801)415-3000		
Email:	djp.ipmail@dentons.com		
Correspondent Name:	Sarah W. Matthews, Dentons		
Address Line 1:	111 South Main Street, Suite 2400		
Address Line 4:	Salt Lake City, UTAH 84111		
ATTORNEY DOCKET NUMBER:	59774-1		
NAME OF SUBMITTER:	Sarah W. Matthews		
SIGNATURE:	/Sarah W Matthews/		

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DATE SIGNED:	11/05/2021
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Total Attachments: 3
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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of November 1, 2021, by Gladstone Capital Corporation (“Grantee”), pursuant to the Trademark Security Agreement (as defined below). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Trademark Security Agreement.

WITNESSETH:

WHEREAS, Bear Mountain Forest Products, Inc., an Oregon corporation (“Grantor”) is a party to that certain Grant of a Security Interest – Trademarks, dated as of February 9, 2015 (the “Original Security Agreement”), as amended by that certain First Amendment to Grant of a Security Interest – Trademarks, dated as of January 31, 2020 (the “First Amendment” and together with the Original Security Agreement, collectively, the “Trademark Security Agreement”), pursuant to which Grantor granted a security interest in favor of Grantee in certain trademarks, including the trademarks set forth on Schedule I hereto (“Trademarks”), and Trademark Collateral (as defined below) as security for the Secured Obligations;

WHEREAS, the Original Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on February 15, 2015 at Reel 005457, Frame 0226; and the First Amendment was recorded by the Trademark Division of the United States Patent and Trademark Office on February 5, 2020 at Reel 006856, Frame 0552; and

WHEREAS, Grantor has requested and the Grantee has agreed to provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, relinquishment and discharge of its lien on and security interest in the Trademark Collateral (as defined below).

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

1. Grantee hereby releases, discharges, terminates and cancels its security interest in, to and under the following (collectively the “Trademark Collateral”):

(a) all Trademarks and the applications and registrations thereof owned by Grantor, including, without limitation, those referred to on Schedule 1 hereto;

(b) the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof; and

(c) all proceeds of (a) and (b) above, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof.

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

[Signature Pages Follow]


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

GLADSTONE CAPITAL CORPORATION

By: 
Name: Andrew Ahlberg
Title: Managing Director

[Signature Page to Trademark Release_Bear Mountain]

**SCHEDULE I
TO
TRADEMARK RELEASE AND REASSIGNMENT**

Nature of Interest	Registered Trademark	Registration No.	Property Covered	Date Registered	Bucket No.	Country of Registration
Owner (Bear Mountain Forest Products, Inc.)	America's Best	4,405,704	Wood chips, shavings, pellets and logs for use as fuel.	September 24, 2013	N/A	U.S.
Owner (Bear Mountain Forest Products, Inc.)	Bear Bricks	4,378,806	Compressed sawdust for use as fuel.	August 6, 2013	N/A	U.S.
Owner (Bear Mountain Forest Products, Inc.)	Cozy Den	4,301,411	Compressed wood shavings for use as ground cover for animal bedding	March 12, 2013	N/A	U.S.
Owner (Bear Mountain Forest Products, Inc.)	Dry Den	4,378,805	Compressed wood chips for use for animal stall bedding and animal litter	August 6, 2013	N/A	U.S.
Owner (Bear Mountain Forest Products, Inc.)	Golden Fire	5,421,680	Wood fuel pellets; furnaces; fire starter shavings;	December 26, 2017	N/A	U.S.
Owner (Bear Mountain Forest Products, Inc.)	Design- bucket 	ash 4,917,925	Wood fuel pellets; fuel pellets, namely, biomass pellets for use as fuel in wood pellet burning appliances and furnaces	March 13, 2016	N/A	U.S.

United States Trademark	Trademark Description	USPTO Registration	Registration Date	USPTO Int'l Class & Description of Goods
BEAR MOUNTAIN	Word	85689596 / 4301412	March 12, 2013	G & S. Wood chips, shavings, pellets and logs for use as fuel