

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM687171

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PNC BANK, NATIONAL ASSOCIATION, successor to BBVA USA f/k/a Compass Bank, as Administrative Agent		11/08/2021	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	REBATH, LLC
Street Address:	426 N. 44th Street, Suite 410
City:	Phoenix
State/Country:	ARIZONA
Postal Code:	85008
Entity Type:	Limited Liability Company: DELAWARE
Name:	HOME BRANDS GROUP, LLC
Street Address:	426 N. 44th Street, Suite 410
City:	Phoenix
State/Country:	ARIZONA
Postal Code:	85008
Entity Type:	Limited Liability Company: DELAWARE
Name:	AGILE BUILDING SOLUTIONS, LLC
Street Address:	426 N. 44th Street, Suite 410
City:	Phoenix
State/Country:	ARIZONA
Postal Code:	85008
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	4771904	1-800-BATHTUB
Registration Number:	5046116	A AGILE BUILDING SOLUTIONS
Registration Number:	5046115	AGILE BUILDING SOLUTIONS
Registration Number:	1210474	AM BATH
Registration Number:	4414601	AMBATH

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4435485	AMBATH
Registration Number:	5341073	DAMARA
Registration Number:	5046302	DURABATH
Registration Number:	3419748	DURABATH
Registration Number:	4379512	F
Registration Number:	4400289	FORZASTONE
Registration Number:	4164930	FORZASTONE
Registration Number:	4507064	FORZASTONE
Registration Number:	4875506	HBG
Registration Number:	4786918	HOME BRANDS GROUP
Registration Number:	4759238	RE·BATH
Registration Number:	4759234	RE·BATH
Registration Number:	4759235	RE·BATH
Registration Number:	1285159	RE.BATH
Registration Number:	4759237	RE-BATH
Registration Number:	2594685	RE-BATH
Registration Number:	3442176	RELAX, REFRESH, RENEW
Registration Number:	5414225	SO MUCH TO LOVE
Registration Number:	3308617	SOTERRA
Registration Number:	4736877	YOUR BATHROOM REMODELER
Registration Number:	4405992	YOUR LIFE. REDESIGNED.
Serial Number:	87749975	RE·BATH

CORRESPONDENCE DATA

Fax Number: 3128637806

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: 3128637198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy J. Brougher, Paralegal

Address Line 1: c/o Goldberg Kohn Ltd.

Address Line 2: 55 East Monroe, Suite 3300

Address Line 4: CHICAGO, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 7428.071

NAME OF SUBMITTER: Nancy Brougher

SIGNATURE: /njb/

DATE SIGNED: 11/10/2021

Total Attachments: 14

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TERMINATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **TERMINATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of November 8, 2021 (this "Termination"), is made by **PNC BANK, NATIONAL ASSOCIATION**, successor to BBVA USA f/k/a Compass Bank, in its capacity as administrative agent pursuant to the Loan Agreement as defined below (in such capacity, the "Administrative Agent"), in favor of **HOME BRANDS GROUP, LLC**, a Delaware limited liability company ("Home Brands"), **AGILE BUILDING SOLUTIONS, LLC**, a Delaware limited liability company ("Agile Building Solutions"), **REBATH, LLC**, a Delaware limited liability company ("ReBath"), and together with Home Brands and Agile Building Solutions, collectively, jointly and severally, the "Grantor"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement or the IP Security Agreement (as defined below), as applicable.

WHEREAS, pursuant to that certain Credit Agreement, dated as of March 30, 2018, by and among the Grantor, **HOME BRANDS GROUP HOLDINGS, INC.**, a Delaware corporation, the other Loan Parties party thereto, the lenders from time to time party thereto (the "Lenders") and Administrative Agent, as administrative agent and collateral agent for the Lenders (as amended, restated, supplemented or otherwise modified, the "Loan Agreement"), the Lenders agreed to provide the Grantor with certain credit facilities;

WHEREAS, the Grantor, pursuant to that certain Intellectual Property Security Agreement, dated as of March 30, 2018, by the Grantor in favor of the Administrative Agent (the "IP Security Agreement"), granted to the Administrative Agent, for the benefit of the Lenders, a continuing security interest in and continuing lien on all of the Grantor's Collateral (as defined below);

WHEREAS, the IP Security Agreement was recorded at (a) the United States Patent and Trademark Office on (i) April 2, 2018, at Reel 6313, Frame No. 0497 and (ii) April 3, 2018, at Reel 045819, Frame No. 0107 (b) the United States Copyright Office on April 6, 2018, at Volume 9957, Document 250; and

WHEREAS, the Administrative Agent has agreed to terminate and release its security interest in all of such Collateral, including, without limitation, the Copyrights identified on Schedule 1 attached hereto, the Trademarks identified on Schedule 2 attached hereto and the Patents identified on Schedule 3 attached hereto.

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

1. Release of Lien. The Administrative Agent hereby terminates the IP Security Agreement and hereby terminates, cancels and releases any and all mortgages, liens, and security interests that it has in, to and under the following set forth below in clauses (a), (b), (c), (d), (e) and (f) (collectively, the "Collateral"), and hereby assigns to the Grantor any and all rights, title, or interest in, to or under the Collateral that the Administrative Agent or any Lender may have in any Collateral:

(a) (i) all Registered Intellectual Property consisting of Copyrights, as identified in Schedule 1, and (ii) the rights to print, publish and distribute any of the foregoing;

(b) (i) the right to sue or otherwise recover for any and all past, present and future Infringements and misappropriations of any of the property described in clause (a) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in clause (a) above (the items described in clauses (a) and (b), collectively, the "Copyright Collateral");

(c) (i) all Registered Intellectual Property consisting of Trademarks, as identified in Schedule 2 (but excluding in all cases any application for registration of a Trademark filed with the United States Patent and Trademark Office on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the United States Patent and Trademark Office, at which time such Trademark shall automatically become part of the Collateral and subject to the security interest pledged) and (ii) the goodwill of the business connected with the use of, and symbolized by, each of the above;

(d) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the Guarantee and Collateral Agreement), dilutions and misappropriations of any of the property described in clause (c) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in clause (c) above (the items described in clauses (c) and (d), collectively, the "Trademark Collateral");

(e) (i) all Registered Intellectual Property consisting of Patents, as identified in Schedule 3, (ii) all inventions and improvements described and claimed therein and (iii) all reissues, divisions, reexaminations, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon; and

(f) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the Guarantee and Collateral Agreement) and misappropriations of any of the property described in clause (e) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in clause (e) above (the items described in clauses (e) and (f), collectively, the "Patent Collateral").

2. Authorization to Record. The Administrative Agent authorizes and requests that the United States Patent and Trademark Office, the United States Copyright Office and any applicable government officer record this Termination.

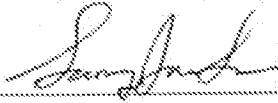
3. Further Assurances. The Administrative Agent shall take all further actions, and provide to the Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Termination, all at the sole expense of the Grantor.

4. Governing Law. This Termination shall be governed by, and construed and enforced in accordance with, the law of the State of New York.

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IN WITNESS WHEREOF, the Administrative Agent has caused this Termination of Intellectual Property Security Agreement to be duly executed as of the date first set forth above.

PNC BANK, NATIONAL ASSOCIATION,
as Administrative Agent


By: 
Name: Sang J. Lee
Title: Officer


[Home Brands] Termination of Intellectual Property Security Agreement
#151601751


COPYRIGHTS


Grantor	Reg. No.	Title	Reg. Date
Re-Bath, LLC	TX 6-629-126	Re-Bath, LLC sales system manual.	6/13/2007



TRADEMARKS


Jurisdiction	Mark/Name/ AN/RN	Status/Key Dates	Owner Information
United States (Federal)	1-800- BATHTUB RN: 4771904 SN: 86413439	Registered Principal Register - Sec. 2(F) July 14, 2015 Int'l Class: 37 First Use: August 9, 2004 Filed: October 2, 2014 Registered: July 14, 2015	ReBath, LLC
United States (Federal)	A AGILE BUILDING SOLUTIONS and Design  RN: 5046116 SN: 86413835	Registered September 20, 2016 Int'l Class: 11 First Use: February 12, 2015 Filed: October 3, 2014 Registered: September 20, 2016	Agile Building Solutions, LLC
United States (Federal)	AGILE BUILDING SOLUTIONS RN: 5046115 SN: 86413815	Registered September 20, 2016 Int'l Class: 11 First Use: February 12, 2015 Filed: October 3, 2014 Registered: September 20, 2016	Agile Building Solutions, LLC
United States (Federal)	AMBATH RN: 1210474 SN: 73327497	Renewed September 28, 2012 Int'l Class: 17 First Use: August 14, 1981 Filed: September 10, 1981	ReBath, LLC

Jurisdiction	Mark/Name/ AN/RN	Status/Key Dates	Owner Information
		Registered: September 28, 1982 Last Renewal: September 28, 2012	
United States (Federal)	AMBATH RN: 4414601 SN: 85867008	Registered October 8, 2013 Int'l Class: 37 First Use: August 14, 1981 Filed: March 5, 2013 Registered: October 8, 2013	Agile Building Solutions, LLC
United States (Federal)	AMBATH and Design  RN: 4435485 SN: 85867164	Registered November 19, 2013 Int'l Class: 37 First Use: March 3, 2008 Filed: March 5, 2013 Registered: November 19, 2013	Agile Building Solutions, LLC
United States (Federal)	DAMARA RN: 5341073 SN: 86516528	Registered November 21, 2017 Int'l Class: 19 First Use: February, 2015 Filed: January 28, 2015 Registered: November 21, 2017	ReBath, LLC
United States (Federal)	DURABATH RN: 5046302 SN: 86516518	Registered September 20, 2016 Int'l Class: 19 First Use: March 18, 2015 Filed: January 28, 2015 Registered: September 20, 2016	ReBath, LLC

Jurisdiction	Mark/Name/ AN/RN	Status/Key Dates	Owner Information
United States (Federal)	DURABATH RN: 3419748 SN: 78390229	Registered 8 & 15 May 15, 2014 Int'l Class: 11,37 First Use: November 30, 2003 Filed: March 24, 2004 Registered: April 29, 2008	ReBath, LLC
United States (Federal)	F and Design  RN: 4379512 SN: 85799017	Registered August 6, 2013 Int'l Class: 19 First Use: October 22, 2009 Filed: December 10, 2012 Registered: August 6, 2013	Agile Building Solutions, LLC
United States (Federal)	FORZASTON E RN: 4400289 SN: 85979390	Registered September 10, 2013 Int'l Class: 36,37,40,42 First Use: October 22, 2009 Filed: December 11, 2012 Registered: September 10, 2013	Agile Building Solutions, LLC
United States (Federal)	FORZASTON E RN: 4164930 SN: 77846982	Registered June 26, 2012 Int'l Class: 19 First Use: October 22, 2009 Filed: October 12, 2009 Registered: June 26, 2012	Agile Building Solutions, LLC
United States (Federal)	FORZASTON E	Registered April 1, 2014 Int'l Class: 35 First Use: October 22, 2009	Agile Building Solutions, LLC

Jurisdiction	Mark/Name/ AN/RN	Status/Key Dates	Owner Information
	RN: 4507064 SN: 85799715	Filed: December 11, 2012 Registered: April 1, 2014	
United States (Federal)	HBG and Design  RN: 4875506 SN: 86413366	Registered December 22, 2015 Int'l Class: 35 First Use: December 15, 2014 Filed: October 2, 2014 Registered: December 22, 2015	Home Brands Group, LLC
United States (Federal)	HOME BRANDS GROUP RN: 4786918 SN: 86260362	Registered August 4, 2015 Int'l Class: 35 First Use: October 15, 2013 Filed: April 23, 2014 Registered: August 4, 2015	Home Brands Group, LLC
United States (Federal)	RE·BATH RN: 4759238 SN: 86413792	Registered June 23, 2015 Int'l Class: 11,35,37 First Use: February 15, 2001 Filed: October 3, 2014 Registered: June 23, 2015	ReBath, LLC
United States (Federal)	RE·BATH and Design	Registered June 23, 2015 Int'l Class: 11,35,37 First Use: February 15, 2001 Filed: October 3, 2014 Registered: June 23, 2015	ReBath, LLC

Jurisdiction	Mark/Name/ AN/RN	Status/Key Dates	Owner Information
	<p style="text-align: center;">RE-BATH</p> <p>RN: 4759234 SN: 86413764</p>		
United States (Federal)	<p>RE-BATH and Design</p>  <p>RN: 4759235 SN: 86413771</p>	<p>Registered June 23, 2015 Int'l Class: 11,35,37 First Use: May 31, 2005 Filed: October 3, 2014 Registered: June 23, 2015</p>	ReBath, LLC
United States (Federal)	<p>RE-BATH and Design</p>  <p>SN: 87749975</p>	<p>Pending - Initialized January 13, 2018 Int'l Class: 11,35,37 First Use: December 1, 2017 Filed: January 10, 2018</p>	ReBath, LLC
United States (Federal)	<p>RE.BATH RN: 1285159 SN: 73426751</p>	<p>Renewed July 10, 2014 Int'l Class: 11 First Use: May 9, 1983 Filed: May 20, 1983 Registered: July 10, 1984 Last Renewal: July 10, 2014</p>	ReBath, LLC

Jurisdiction	Mark/Name/ AN/RN	Status/Key Dates	Owner Information
United States (Federal)	RE-BATH RN: 4759237 SN: 86413785	Registered June 23, 2015 Int'l Class: 11,35,37 First Use: February 15, 2001 Filed: October 3, 2014 Registered: June 23, 2015	ReBath, LLC
United States (Federal)	RE-BATH and Design  RN: 2594685 SN: 75627820	Renewed July 16, 2012 Int'l Class: 11 First Use: February 15, 2001 Filed: January 26, 1999 Registered: July 16, 2002 Last Renewal: July 16, 2012	ReBath, LLC
United States (Federal)	RELAX, REFRESH, RENEW RN: 3442176 SN: 78374769	Registered 8 & 15 March 7, 2015 Int'l Class: 11,37 First Use: January 1, 2007 Filed: February 26, 2004 Registered: June 3, 2008	ReBath, LLC
United States (Federal)	SO MUCH TO LOVE RN: 5414225 SN: 87310558	Registered February 27, 2018 Int'l Class: 37 First Use: May 1, 2017 Filed: January 23, 2017 Registered: February 27, 2018	ReBath, LLC

Jurisdiction	Mark/Name/ AN/RN	Status/Key Dates	Owner Information
United States (Federal)	SOTERRA RN: 3308617 SN: 78633343	Registered 8 & 15 October 17, 2013 Int'l Class: 19 First Use: July 31, 2006 Filed: May 19, 2005 Registered: October 9, 2007	Agile Building Solutions, LLC
United States (Federal)	YOUR BATHROOM REMODELE R RN: 4736877 SN: 86154402	Registered Supplemental Register May 12, 2015 Int'l Class: 37 First Use: December 1, 2013 Filed: December 30, 2013 Registered: May 12, 2015	ReBath, LLC, dba ReBath
United States (Federal)	YOUR LIFE. REDESIGNE D. (Stylized)  RN: 4405992 SN: 85799057	Registered September 24, 2013 Int'l Class: 40 First Use: October 31, 2010 Filed: December 10, 2012 Registered: September 24, 2013	Agile Building Solutions, LLC

PATENTS

Grantor	Patents	Filing Date	Status	Registration No.
ReBath, LLC	TILE WALL ROUND ASSEMBLY	11/19/2004	Issued	CA109127
ReBath, LLC	HAMPTON TILE WALL SURROUND SYSTEM	05/28/2004	Issued	USD523566
ReBath, LLC	MULTI-BORDER HAMPTON TILE SYSTEM	04/11/2006	Issued	USD538446
ReBath, LLC	ONE PIECE WALL SYSTEM	09/14/2006	Issued	USD541395
ReBath, LLC	WAINSCOT PANEL ASSEMBLY	11/19/2004	Issued	CA109126
ReBath, LLC	ONE-PIECE MOLDED WAINSCOT SYSTEM	05/28/2004	Issued	USD552263
ReBath, LLC	DECO TILE BEAUTY BAND	09/14/2006	Issued	USD552266
ReBath, LLC	ONE-PIECE MOLDED SUBWAY TILE SYSTEM	12/29/2005	Issued	USD552757
ReBath, LLC	ONE-PIECE MOLDED MOSAIC TILE SYSTEM	12/29/2005	Issued	USD552758
ReBath, LLC	ONE-PIECE MOLDED NEWPORT TILE SYSTEM	12/29/2005	Issued	USD552759

ReBath, LLC	SLATE TILE WALL SURROUND SYSTEM	09/14/2006	Issued	USD559410
ReBath, LLC	ONE-PIECE MOLDED OLD WORLD TUSCAN WALL PANEL	10/27/2008	Issued	USD603980
ReBath, LLC	ONE-PIECE MOLDED OLD WORLD TUSCAN WAINSCOT PANEL	10/27/2008	Issued	USD603979
ReBath, LLC	OLD WORLD TUSCAN ONE- PIECE MOLDED PANEL	09/07/2010	Issued	USD656594