

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM696128

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900652546

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Backcast Credit Opportunities Fund I, L.P.		10/04/2021	Limited Partnership:

RECEIVING PARTY DATA

Name:	KMS, LLC
Street Address:	811 E. Waterman St.
City:	Wichita
State/Country:	KANSAS
Postal Code:	67202
Entity Type:	Limited Liability Company: KANSAS

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	88286103	BRIGHTLIVING
Serial Number:	86187186	BRIGHT-TAB
Serial Number:	90057566	COOL LIVING
Serial Number:	86393910	COOL-LIVING
Serial Number:	86255808	COOL-LIVING
Serial Number:	88557833	LIVING GLOW
Serial Number:	90011965	LIVING GLOW
Serial Number:	90057558	NEAT LIVING
Serial Number:	88690745	NEATLIVING
Serial Number:	90011971	NEATLIVING
Serial Number:	88079078	WARM-LIVING
Serial Number:	86283051	WARM-LIVING

CORRESPONDENCE DATA

Fax Number:

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: 13152647134

Email: sophiabyer@paulhastings.com

TRADEMARK

Correspondent Name: Sophia Byer
Address Line 1: 200 Park Ave
Address Line 4: New York, NEW YORK 10166

NAME OF SUBMITTER: Sophia Byer

SIGNATURE: /Sophia Byer/

DATE SIGNED: 12/20/2021

Total Attachments: 4

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Release of Security Interest in Trademarks

This Release of Security Interest in Trademarks (this “**Release**”), effective October 4, 2021, is made by BACKCAST CREDIT OPPORTUNITIES FUND I, L.P., as Collateral Agent (the “**Assignor**”), in favor of KMS, LLC (the “**Assignee**”). All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Trademark Security Agreement (as defined below).

WHEREAS, the Assignee entered into that certain Guaranty and Collateral Agreement, dated as of November 23, 2020, in favor of the Assignor as Collateral Agent (the “**Security Agreement**”);

WHEREAS, pursuant to the Security Agreement, the Assignee has granted to the Assignor for the ratable benefit of the Purchasers (as defined in the Security Agreement), a security interest in and continuing lien in (i) all of the Assignee’s right, title and interest in, to and under to the United States trademarks, trademark registrations and trademark applications (the “**Marks**”) set forth on Schedule A attached hereto, (ii) all proceeds and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same (collectively, the “**Collateral**”), to secure the prompt and complete payment or performance of the Obligations (as defined in the Security Agreement);

WHEREAS, pursuant to that certain Grant of Security Interest in United States Trademarks, dated as of November 23, 2020 (the “**Trademark Security Agreement**”), the Assignee granted to the Assignor for the ratable benefit of the Purchasers, a security interest in and continuing lien on the Collateral to secure the prompt and complete payment or performance of the Obligations;

WHEREAS, the Assignor desires to release, terminate, and discharge fully its security interest in and continuing lien on the Collateral, including the Marks set forth on Schedule A hereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor does hereby release, terminate, and discharge fully its security interest in and continuing lien on the Collateral (including those granted under the Trademark Security Agreement and the Security Agreement), including the Marks set forth on Schedule A hereto and reassigns without recourse, representation or warranty of any kind, to the Assignee all right, title and interest of the Assignor in and to such Collateral, including the Marks set forth on Schedule A hereto.

The Assignor hereby authorizes Assignee or Assignee’s authorized representative to (i) record this Release with the United States Patent and Trademark Office and/or (ii) otherwise record or file this Release in the applicable governmental office or agency. The Assignor further agrees to execute and deliver to the Assignee any and all further documents and instruments (in form and substance reasonably satisfactory to Assignor), and do any and all further acts which

the Assignee (or its agents or designees) reasonably request (at the Assignee's sole cost and expense) in order to confirm this Release and the Assignee's right, title, and interest in, to or under the Collateral, including the Marks set forth on Schedule A hereto.

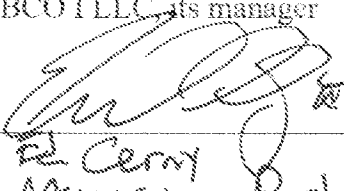
[Signature Page Follows]

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

BACKCAST CREDIT OPPORTUNITIES FUND I, L.P.,
in its capacity as Collateral Agent

By: Backcast Credit Opportunities GP, LLC,
its general partner

By: BCO I LLC, its manager

By: 
Name: Ed Cerny
Title: Managing Partner

Schedule A

Trademarks

<u>MARK</u>	<u>REG. NO.</u>	<u>SERIAL NO.</u>	<u>REG. DATE</u>	<u>FILING DATE</u>
BRIGHTLIVING	5939933	88286103	Dec. 17, 2019	Feb. 01, 2019
BRIGHT-TAB	4654314	86187186	Dec. 09, 2014	Feb. 07, 2014
COOL LIVING	--	90057566	--	Jul. 16, 2020
COOL-LIVING	4738405	86393910	May 19, 2015	Sep. 12, 2014
COOL-LIVING	4634364	86255808	Nov. 04, 2014	Apr. 18, 2014
LIVING GLOW	6055039	88557833	May 12, 2020	Aug. 01, 2019
LIVING GLOW	--	90011965	--	Jun. 20, 2020
NEAT LIVING	--	90057558	--	Jul. 16, 2020
NEAT LIVING	--	88690745	--	Nov. 13, 2019
NEATLIVING	--	90011971	--	Jun. 20, 2020
WARM-LIVING	5649396	88079078	Jan. 08, 2019	Aug. 15, 2018
WARM-LIVING	4791649	86283051	Aug. 11, 2015	May 16, 2014