

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM694692

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Whitehorse Capital Management, LLC, as Agent		12/13/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SmartSign LLC		
Street Address:	300 Cadman Plaza West		
Internal Address:	Suite 1303		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11201		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 38			
Property Type	Number	Word Mark	
Registration Number:	1784144	SMARTSIGN	
Registration Number:	2009305	SMARTSIGN	
Registration Number:	2585656	LABELLAB	
Registration Number:	3859783	MYPARKINGPERMIT	
Registration Number:	3946784	XPRESSMATS	
Registration Number:	4086361	MY PARKING SIGN	
Registration Number:	4008886	MYSAFETYSIGN.COM	
Registration Number:	4125010	ALUMIGUARD	
Registration Number:	4831543	PLIOGUARD	
Registration Number:	4831547	PERMAGUARD	
Registration Number:	4869760	LAWNBOSS	
Registration Number:	4836688	FOILGUARD	
Registration Number:	4836714	FLOORBOSS	
Registration Number:	4859706	SHOWCASE	
Registration Number:	5035354	MY SECURITY SIGN	
Registration Number:	5022275	MYSECURITYSIGN	
Registration Number:	5145586	SMARTSIGN	
Registration Number:	5133796	ASSETTIGER	

OP \$965.00 1784144

Property Type	Number	Word Mark
Registration Number:	5390953	BIGBOSS
Registration Number:	5464366	HATHUGGERS
Registration Number:	5605306	SECURAPASS
Registration Number:	5575260	ECONOGUARD
Registration Number:	5713022	
Registration Number:	5911923	RECYCLEREMINDERS
Registration Number:	5906417	MYSAFETYLABELS
Registration Number:	5691783	MYENGRAVEDSIGN
Registration Number:	5709806	MYNAMEBADGES
Registration Number:	5709807	MYNAMEPLATES
Registration Number:	5691786	MYHARDHATSTICKERS
Registration Number:	5691787	XPRESSTAGS
Registration Number:	5691797	MYASSETTAG
Registration Number:	5691798	MYDOORSIGN
Registration Number:	5769547	TWINCAL
Registration Number:	5769799	MYSAFETYSIGN
Registration Number:	5769838	SIMPLYEXITSIGNS
Registration Number:	5833576	GRAB-A-LABEL
Registration Number:	5828743	MYPARKINGSIGN
Registration Number:	6445235	SLIPSAFE

CORRESPONDENCE DATA

Fax Number: 2136231673

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: 2134262669

Email: lstrickler@goodwinlaw.com

Correspondent Name: Ludwell Strickler/Goodwin Procter LLP

Address Line 1: 601 S Figueroa St Fl 41

Address Line 4: Los Angeles, CALIFORNIA 90017

ATTORNEY DOCKET NUMBER:	142200.338106
NAME OF SUBMITTER:	Ludwell Strickler
SIGNATURE:	/s/ Ludwell Strickler
DATE SIGNED:	12/14/2021

Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this “Release”) is made as of December 13, 2021 (the “Effective Date”) by WHITEHORSE CAPITAL MANAGEMENT, LLC (“WhiteHorse”), in its capacity as collateral agent for the Secured Parties (in such capacity, together with any successors and assigns in such capacity, “Collateral Agent”).

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of October 11, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”) by and among SMARTSIGN LLC (the “Grantor”), the other grantors party thereto and the Collateral Agent;

WHEREAS, pursuant to the terms and conditions of that certain Intellectual Property Security Agreement, dated as of October 11, 2019 (as amended, restated, supplemented, waived or otherwise modified from time to time, the “IP Security Agreement”), by and among Grantor (as such term is defined in the IP Security Agreement) and Collateral Agent, and certain other Loan Documents, Grantor pledged and granted to Collateral Agent a Lien on and security interest in and to all of such Grantor’s right, title and interest in, to and under the Intellectual Property Collateral (as such term is defined in the IP Security Agreement);

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office on October 14, 2019 at Reel 006770, Frame 0857; and

WHEREAS, Collateral Agent has consented and hereby consents to the release of its Lien on and security interest in, to and under the Intellectual Property Collateral, including, without limitation, the trademark registrations and applications listed on Schedule 1 hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent hereby covenants and agrees as follows:

1. All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Pledge and Security Agreement.
2. Collateral Agent hereby discharges, terminates, and releases its Lien on and security interest in all right, title and interest, to and under the Intellectual Property Collateral granted pursuant to any Loan Document, including the IP Security Agreement, and agrees that all the security interest in the Intellectual Property Collateral is hereby terminated and released.
3. To the extent Collateral Agent retains any right, title or interest in, to and under the Intellectual Property Collateral, Collateral Agent hereby assigns, transfers, delivers and conveys to Grantor, all of Collateral Agent’s right, title and interest, now owned or hereinafter acquired, that it may have whether by assignment or otherwise, in, to and under the Intellectual Property Collateral.

[signature page to follow]

IN WITNESS WHEREOF, Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

WHITEHORSE CAPITAL MANAGEMENT, LLC,
as Collateral Agent

By: 

Name: Richard Siegel

Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK RELEASE]

TRADEMARK
REEL: 007529 FRAME: 0467

SCHEDULE I
to
RELEASE OF SECURITY INTEREST IN TRADEMARKS

Trademarks

<u>Company</u>	<u>Country</u>	<u>Title</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Assignees</u>
SmartSign LLC	USA	SMARTSIGNS	2140838	3/10/1997	3/3/1998	N/A
SmartSign LLC	USA	SMARTSIGN	1784144	11/30/1992	7/27/1993	N/A
SmartSign LLC	USA	LABELLAB	2585656	6/29/1998	6/25/2002	N/A
SmartSign LLC	USA	MYPARKINGPERMIT	3859783	2/18/2010	10/12/2010	N/A
SmartSign LLC	USA	MY ASSET TAG	3859789	2/19/2010	10/12/2010	N/A
SmartSign LLC	USA	MY DOOR SIGN	3859795	2/19/2010	10/12/2010	N/A
SmartSign LLC	USA	XPRESSMATS	3946784	2/23/2010	4/19/2011	N/A
SmartSign LLC	USA	MYSAFETYSIGN.COM	4008886	11/23/2010	8/9/2011	N/A
SmartSign LLC	USA	MY PARKING SIGN	4086361	11/18/2010	1/17/2012	N/A
SmartSign LLC	USA	ALUMIGUARD	4125010	7/21/2011	4/10/2012	N/A
SmartSign LLC	USA	PLIOGUARD	4831543	3/6/2015	10/13/2015	N/A
SmartSign LLC	USA	PERMAGUARD	4831547	3/6/2015	10/13/2015	N/A
SmartSign LLC	USA	FOILGUARD	4836688	3/26/2015	10/20/2015	N/A
SmartSign LLC	USA	FLOORBOSS	4836714	4/1/2015	10/20/2015	N/A
SmartSign LLC	USA	SHOWCASE	4859706	4/27/2015	11/24/2015	N/A
SmartSign LLC	USA	LAWNBOSS	4869760	3/12/2015	12/15/2015	N/A
SmartSign LLC	USA	MYSECURITYSIGN	5022275	1/7/2016	8/16/2016	N/A
SmartSign LLC	USA	MY SECURITY SIGN	5035354	1/7/2016	9/6/2016	N/A
SmartSign LLC	USA	ASSETTIGER	5133796	7/7/2016	1/31/2017	N/A

SmartSign LLC	USA	SMARTSIGN	5145586	6/28/2016	2/21/2017	N/A
SmartSign LLC	USA	BIGBOSS	5390953	6/26/2017	1/30/2018	N/A
SmartSign LLC	USA	ECONOGUARD	5575260	2/23/2018	10/2/2018	N/A
SmartSign LLC	USA	SECURAPASS	5605306	2/23/2018	11/13/2018	N/A
SmartSign LLC	USA	HATHUGGERS	5464366	10/2/2017	5/8/2018	N/A
SmartSign LLC	USA	“camera design”	5713022	7/17/2018	4/2/2019	N/A
SmartSign LLC	USA	MYASSETTAB	5691797	8/30/2018	3/5/2019	N/A
SmartSign LLC	USA	MYDOORSIGN	5691798	8/30/2018	3/5/2019	N/A
SmartSign LLC	USA	MYENGRAVEDSIGN	5691783	8/27/2018	3/5/2019	N/A
SmartSign LLC	USA	MYHARDHATSTICKERS	5691786	8/27/2018	3/5/2019	N/A
SmartSign LLC	USA	MYNAMEBADGES	5709806	8/27/2018	3/26/2019	N/A
SmartSign LLC	USA	MYNAMEPLATES	5709807	8/27/2018	3/26/2019	N/A
SmartSign LLC	USA	MYSAFETYLABELS	88093942	8/27/2018	Pending	N/A
SmartSign LLC	USA	XPRESSTAGS	5691787	8/27/2018	3/5/2019	N/A
SmartSign LLC	USA	MYPARKINGSIGN	5828743	2/4/2019	8/6/2019	N/A
SmartSign LLC	USA	MYSAFETYSIGN	5769799	11/20/2018	6/4/2019	N/A
SmartSign LLC	USA	SIMPLYEXITSIGNS	5769838	12/5/2018	6/4/2019	N/A
SmartSign LLC	USA	XPRESSTABS	88224944	12/11/2018	Pending	N/A
SmartSign LLC	USA	GRAB-A-LABEL	5833576	1/22/2019	8/13/2019	N/A
SmartSign LLC	USA	TWINCAL	5769547	11/1/2018	6/4/2019	N/A
SmartSign LLC	USA	RECYCLEREMINDERS	88093538	8/27/2018	Pending	N/A
SmartSign LLC	USA	SMARTSIGN	2009305	4/15/1994	10/22/1996	N/A