

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM704381

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CORTLAND CAPITAL MARKET SERVICES LLC		01/20/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Belnick, LLC		
Street Address:	4350 Ball Ground Highway		
City:	Canton		
State/Country:	GEORGIA		
Postal Code:	30114		
Entity Type:	Limited Liability Company: GEORGIA		
Name:	Belnick Retail LLC		
Street Address:	4350 Ball Ground Highway		
City:	Canton		
State/Country:	GEORGIA		
Postal Code:	30114		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	86824734	FLASH FURNITURE F	
Serial Number:	86644565	HERCULES	
Serial Number:	86560084	BIZCHAIR.COM	
Serial Number:	86560394	RECLINERCITY	
Serial Number:	86560373	DREAMWEAVER PERSONALIZED PRODUCTS	
Serial Number:	86560382	HERCULES	
Serial Number:	86560390	DREAMWEAVER	
Serial Number:	85784995	LEATHERSOFT SEATING	
Serial Number:	85782451	BIZCHAIR.COM	
Serial Number:	77944608	FLASH FURNITURE	
CORRESPONDENCE DATA			
Fax Number:			

CH \$265.00 86824734

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.

Email: trademarks@dechert.com
Correspondent Name: Glenn A. Gundersen
Address Line 1: 2929 Arch Street, Cira Centre
Address Line 4: Philadelphia, PENNSYLVANIA 19104-2808

ATTORNEY DOCKET NUMBER:	178354
NAME OF SUBMITTER:	Hilary Smoot
SIGNATURE:	/Hilary Smoot/
DATE SIGNED:	01/25/2022

Total Attachments: 5

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**TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**Release**”) is made as of this 20th day of January, 2022 (“**Effective Date**”) by CORTLAND CAPITAL MARKET SERVICES LLC as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”), in favor of Belnick, LLC, a Georgia limited liability company and Belnick Retail LLC, a Delaware limited liability company (each, a “**Grantor**” and collectively, “**Grantors**”).

WHEREAS, pursuant to the Pledge and Security Agreement, dated February 2, 2017, as the same has hereto been amended, restated, modified and/or supplemented (collectively, the “**Pledge Agreement**”), entered into by the Grantors with the Collateral Agent, Grantors and Collateral Agent entered into (i) that certain Intellectual Property Security Agreement (Trademarks) dated as of February 2, 2017 (the “**Trademark Security Agreement**”) recorded with the United States Patent and Trademark Office (the “**USPTO**”) on February 7, 2017 at Reel/ Frame 5983/0885 and (ii) that certain Intellectual Property Security Agreement (Copyrights) dated as of February 2, 2017 recorded with the United States Copyright Office on February 13, 2017 at V9947D941 (the “**Copyright Security Agreement**” and together with the Trademark Security Agreement, each, an “**IP Security Agreement**”), pursuant to which Grantors pledged and granted to Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors (collectively, the “**IP Collateral**”);

WHEREAS, the Secured Obligations under the Pledge Agreement were satisfied, and all liens and other interests granted to the Collateral Agent in the IP Collateral were terminated, on the Pay-Off Date (as defined in that certain Pay-Off Letter dated as of January 19, 2022, delivered by Collateral Agent, and accepted and agreed to by the Grantors) (“**Termination Date**”); and

WHEREAS the Collateral Agent hereby confirms the termination and release of the Collateral Agent’s security interests in and to all of Grantors’ intellectual property, including the intellectual property set forth on Exhibit A hereto (the “**Released Intellectual Property**”) in accordance with the terms of this Release;

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

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Pledge Agreement or either IP Security Agreement, as applicable.
2. Release. The Collateral Agent hereby (i) terminates each IP Security Agreement; (ii) releases, discharges, terminates, and cancels all of its security interest in and to the Released Intellectual Property of the Grantors, including those set forth on Exhibit A and (iii) hereby assigns and transfers to the Grantors any and all of the Collateral Agent’s right, title and interest in and to the Released Intellectual Property, including those set forth on Exhibit A. The Collateral Agent

authorizes and requests that this Release and any other related document be recorded at the USPTO.


3. Further Assurances. At the request and sole expense of the Grantors, the Collateral Agent agrees to take all further actions, and provide to the Grantors all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, to more fully and effectively effectuate the purposes of this Release.

[Signature page follows]

IN WITNESS WHEREOF, each of the Collateral Agent and Grantor have caused this Release to be executed by its duly authorized representative as of the Effective Date:

COLLATERAL AGENT

CORTLAND CAPITAL MARKET SERVICES
LLC

By: 

Name: Matthew Trybula
Title: Associate Counsel

GRANTORS

Belnick, LLC

By: 

Name: Gabriel Johnson

Title: Chief Financial Officer

Belnick Retail LLC

By: 

Name: Gabriel Johnson

Title: Chief Financial Officer

[Signature Page to Termination and Release of Intellectual Property Security Agreement (Second Lien)]

EXHIBIT A

Trademark Registrations and Applications

No.	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Grantor
1.	FLASH FURNITURE F (&Design)	86824734	11/18/2015	5016519	8/9/2016	Belnick, LLC
2.	HERCULES (&Design)	86644565	5/28/2015	5887885	10/22/2019	Belnick, LLC
3.	BIZCHAIR.COM (&Design)	86560084	3/11/2015	4858181	11/24/2015	Belnick Retail, LLC
4.	RECLINERCITY	86560394	3/11/2015	4836020	10/20/2015	Belnick, LLC
5.	DREAMWEAVER PERSONALIZED PRODUCTS (&Design)	86560373	3/11/2015	4944239	4/26/2016	Belnick, LLC
6.	HERCULES	86560382	3/11/2015	5887879	10/22/2019	Belnick, LLC
7.	DREAMWEAVER	86560390	3/11/2015	4944240	4/26/2016	Belnick, LLC
8.	LEATHERSOFT SEATING	85784995	11/21/2012	4398018	9/3/2013	Belnick, LLC
9.	BIZCHAIR.COM	85782451	11/19/2012	4367874	7/16/2013	Belnick Retail, LLC
10.	FLASH FURNITURE	77944608	2/25/2010	3859918	10/12/2010	Belnick, LLC

Copyrights

Grantor	Copyrights	Registration Date	Registration No.
Belnick Retail, LLC	BizChair.com	2009-02-12	TX0006898321