# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM733917

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** Release of Security Interest at Reel/Frame No. 7184/0962

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
FORTRESS CREDIT CORP.		06/08/2022	Corporation: DELAWARE

## **RECEIVING PARTY DATA**

Name:	Mondo Tees Buyer, LLC	
Street Address:	reet Address: 3908 AVENUE B	
City:	AUSTIN	
State/Country:	TEXAS	
Postal Code:	ostal Code: 78751	
Entity Type: Limited Liability Company: DELAWARE		

## **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark	
Registration Number:	4390351	MONDO	
Registration Number:	5756300	M	

## CORRESPONDENCE DATA

Fax Number: 6175269899

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: 617.526.9616

Email: ypan@proskauer.com

Julien Dumont **Correspondent Name:** Address Line 1:

Proskauer Rose LLP Address Line 2: One International Place

Address Line 4: Boston, MASSACHUSETTS 02110-2600

ATTORNEY DOCKET NUMBER:	00885-014
NAME OF SUBMITTER:	Julien Dumont
SIGNATURE:	/Julien Dumont/
DATE SIGNED:	06/10/2022

## **Total Attachments: 4**

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> **TRADEMARK** REEL: 007748 FRAME: 0812

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## TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT (this "<u>Trademark Release</u>") is made as of June 8, 2022 by FORTRESS CREDIT CORP., in its capacity as Agent under the Intellectual Property Security Agreement (as defined below) ("<u>Agent</u>"), in favor of Mondo Tees Buyer, LLC, a Delaware limited liability company ("<u>Pledgor</u>"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Intellectual Property Security Agreement.

## WITNESSETH:

WHEREAS, pursuant to that certain Notice of Successor Agent and Assignment of Security Interest (Intellectual Property) dated as of February 8, 2021 ("Notice"), each by and among Bank of America, as resigning administrative agent ("Resigning Agent"), and Fortress Credit Corp., as successor administrative agent ("Successor Agent"), Resigning Agent assigned to Successor Agent all of its rights, title and interest in and to the Security Agreement and Trademark Security Agreements; and

WHEREAS, this Notice was recorded at the USPTO on February 8, 2021 at Reel 7184 Frame 0962.

WHEREAS, Pledgor and Agent were parties to that certain Intellectual Property Security Agreement dated as of February 17, 2021 (as at any time amended, the "Intellectual Property Security Agreement"), pursuant to which Pledgor mortgaged, pledged and granted to Agent for the benefit of the Secured Parties a security interest in, all of its right, title and interest in, to and under the registered Trademarks and applications for Trademark registration listed on Schedule 1 attached hereto (the "Trademark Collateral");

WHEREAS, the Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office on February 18, 2021 at Reel 7195, Frame 0789;

WHEREAS, Pledgor and Agent were parties to that certain Intellectual Property Security Agreement dated as of May 28, 2021 (as at any time amended, the "<u>Intellectual Property Security Agreement</u>"), pursuant to which Pledgor mortgaged, pledged and granted to Agent for the benefit of the Secured Parties a security interest in, all of its right, title and interest in, to and under the Trademark Collateral;

WHEREAS, the Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office on May 28, 2021 at Reel 7310 Frame 0003;

WHEREAS, Pledgor has requested that Agent execute this Trademark Release to evidence the release of its security interest in Trademark Collateral and the reassignment of any and all rights Agent may have in the same to the Pledgor.

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

1. Agent hereby releases, terminates and discharges its security interest in and to (i) all of Pledgor's right, title and interest in, to and under all Trademark Collateral listed on <u>Schedule 1</u> hereto, (ii) all renewals and extensions of the foregoing, (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark, and (iv) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

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- 2. Agent hereby reassigns and conveys to Pledgor, without any representation or recourse by Agent, any and all right, title and interest Agent may have in and to the Trademark Collateral.
- 3. This Trademark Release and Reassignment shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

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TRADEMARK REEL: 007748 FRAME: 0815 IN WITNESS WHEREOF, Agent has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

FORTRESS CREDIT/CORP.,

as Agent

Title: Authorized Signatory

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U.S. Trademark Registrations and Applications owned by Mondo Tees Buyer, LLC SCHEDULE 1

M and Design Registered May 21, 2019 9, 14, 16, 25, 28

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**RECORDED: 06/10/2022**