

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM741082

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900696870

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Apogem Capital LLC as successor agent to Madison Capital Funding LLC		05/25/2022	Limited Liability Company: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Handi Quilter, Inc.
<b>Street Address:</b>	501-535 North 400 West
<b>City:</b>	North Salt Lake
<b>State/Country:</b>	UTAH
<b>Postal Code:</b>	84054
<b>Entity Type:</b>	Corporation: DELAWARE

**PROPERTY NUMBERS Total: 26**

Property Type	Number	Word Mark
Registration Number:	4314602	TRUSTITCH
Registration Number:	4314601	TRUSTITCH
Registration Number:	4167083	HQ SWEET SIXTEEN
Registration Number:	3980607	HANDI QUILTER
Registration Number:	3976892	HANDI QUILTER
Registration Number:	3919842	QUILTER'S ACADEMY
Registration Number:	3919841	QUILTER'S ACADEMY
Registration Number:	3980606	HANDI QUILTER
Registration Number:	3980605	HANDI QUILTER
Registration Number:	3980604	HANDI QUILTER
Registration Number:	3980603	HANDI QUILTER
Registration Number:	3980602	HANDI QUILTER
Registration Number:	3976891	HANDI QUILTER
Registration Number:	3942426	HANDI QUILTER
Registration Number:	3942425	HANDI QUILTER
Registration Number:	3976890	HANDI QUILTER
Registration Number:	3976889	HANDI QUILTER

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3914340	SEE.HEAR.LEARN.QUILT!
Registration Number:	3270574	DESIGNED BY A QUILTER FOR QUILTERS
Registration Number:	3559066	QUILTER'S HANDI LIBRARY
Registration Number:	3280864	HANDI GADGETS
Registration Number:	2920821	HQ SIXTEEN
Registration Number:	3827292	AVANTÉ
Registration Number:	3758970	WHERE FUNCTION MEETS VISION
Registration Number:	3758969	HQ FUSION
Registration Number:	3538211	HQ PRO-STITCHER

**CORRESPONDENCE DATA**

**Fax Number:** 2163634588

*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:** 2163634677

**Email:** dpoirier@beneschlaw.com

**Correspondent Name:** DUNCAN POIRIER

**Address Line 1:** 200 PUBLIC SQUARE

**Address Line 2:** SUITE 2300

**Address Line 4:** CLEVELAND, OHIO 44114

<b>ATTORNEY DOCKET NUMBER:</b>	49778-8
<b>NAME OF SUBMITTER:</b>	Duncan Poirier
<b>SIGNATURE:</b>	/Duncan Poirier/
<b>DATE SIGNED:</b>	07/14/2022

**Total Attachments: 7**

source=Trademark Lien Release (2014 Trademark Security Agreement) - Handi Quilter (Executed 5-25-22)(157898666.1)#page1.tif

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## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM730537

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Apogem Capital LLC as successor agent to Madison Capital Funding LLC		05/25/2022	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Handi Quilter, Inc.
<b>Street Address:</b>	501-535 North 400 West
<b>City:</b>	North Salt Lake
<b>State/Country:</b>	UTAH
<b>Postal Code:</b>	84054
<b>Entity Type:</b>	Corporation: <del>UTAH</del> DELAWARE

## PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	4314602	TRUSTITCH
Registration Number:	4314601	TRUSTITCH
Registration Number:	4167083	HQ SWEET SIXTEEN
Registration Number:	3980607	HANDI QUILTER
Registration Number:	3976892	HANDI QUILTER
Registration Number:	3919842	QUILTER'S ACADEMY
Registration Number:	3919841	QUILTER'S ACADEMY
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Registration Number:	3980603	HANDI QUILTER
Registration Number:	3980602	HANDI QUILTER
Registration Number:	3976891	HANDI QUILTER
Registration Number:	3942426	HANDI QUILTER
Registration Number:	3942425	HANDI QUILTER
Registration Number:	3976890	HANDI QUILTER
Registration Number:	3976889	HANDI QUILTER
Registration Number:	3914340	SEE.HEAR.LEARN.QUILT!

OP \$665.00 4314602

RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST (“**Release**”) is made and effective as of May 25, 2022 and granted by APOGEM CAPITAL LLC (as successor agent to MADISON CAPITAL FUNDING LLC) (“**Agent**”), in favor of HANDI QUILTER, INC., a Delaware corporation (“**Grantor**”), and its successors, assigns and legal representatives.

WHEREAS, Grantor executed and delivered to Agent that certain Trademark Security Agreement (the “**Trademark Agreement**”), dated as of December 19, 2014, between Grantor and Agent, for the benefit of the secured parties (as referred to in that certain Guarantee and Collateral Agreement dated as of December 19, 2014 (as amended, restated, supplemented or modified from time to time, the “**Collateral Agreement**”) by and among Grantor, the other grantors party thereto, and Agent, as agent for the benefit of the secured parties (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, “**Grantee**”);

WHEREAS, pursuant to the Trademark Agreement, Grantor pledged and granted to Agent for the ratable benefit of the secured parties a security interest in and to all of the right, title and interest of such Grantor in, to and under the Trademarks (as defined below);

WHEREAS, the Trademark Agreement was recorded with the United States Patent and Trademark Office at Reel 5425, Frame 0149 on December 22, 2014; and

WHEREAS, Grantor has requested that Agent enter into this Release in order to effectuate, evidence and record the release and reassignment to Grantor of any and all right, title and interest Agent may have in the Trademarks pursuant to the Trademark Agreement.

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

Definitions. The following term has the meaning set forth below:

“**Trademark**” means all of Grantor’s right, title, and interest in and to: (i) all of the trademarks issued by the United States Patent and Trademark Office (including, without limitation, those listed on Schedule I hereto); (ii) all applications for trademarks to be issued by the United States Patent and Trademark Office (including, without limitation, those listed on Schedule I hereto); (iii) all trademarks issued by any other country or any office, agency or other governmental authority thereof; (iv) all applications for trademarks to be issued by any office, agency or other governmental authority referred to in clause (iii) above; (v) all registrations and recordings with respect to any of the foregoing; (vi) all reissues, continuations, continuations-in-part, extensions and divisions of any of the foregoing; (vii) all licenses and other agreements relating in whole or in part to any trademarks, inventions, processes, production methods, proprietary information or know-how covered by any of the foregoing, including all rights to payments in respect thereof; (viii) all rights to sue for past, present or future infringements of any of the foregoing; (ix) all good will related to any of the foregoing; (x) to the extent not included above, all general intangibles (as such term is defined in the Uniform Commercial Code)

of the Grantor related to the foregoing; and (xi) all proceeds of any and all of the foregoing.

Release of Security Interest. Agent hereby terminates, releases and discharges any and all security interests that it has pursuant to the Trademark Agreement in the Trademarks.

Further Assurances. Agent agrees, at Grantor's sole cost and expense, to take all further actions, and provide to Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**APOGEM CAPITAL LLC,**  
as successor Agent to Madison Capital  
Funding LLC

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: craig dugan  
Title: Director

Address for Notices:





227 West Monroe Street  
Suite 5400  
Chicago, Illinois 60606  
Attention: Handi Quilter Account Manager  
Telephone: (312) 596-6900  
Telecopy: (312) 596-6950  
Email: loanoperations@mcflc.com

with a copy to which shall  
not constitute notice:  
227 West Monroe Street  
Suite 5400  
Chicago, Illinois 60606  
Attention: Michael Nativi  
Telephone: (312) 980-5915  
Telecopy: (312) 596-6950  
Email: michael\_nativi@mcflc.com




**SCHEDULE I**  
**TRADEMARK REGISTRATIONS AND APPLICATIONS**  
*[see attached.]*

**SCHEDULE 1**  
to  
**Trademark Security Agreement**

**U.S. Trademarks and Applications**

Mark	Appl. No.	Filed	Reg. No.	Reg. Date	Owner
TRUSTITCH 	85/583919	03/29/12	4314602	04/02/13	Handi Quilter, Inc.
TRUSTITCH	85/583886	03/29/12	4314601	04/02/13	Handi Quilter, Inc.
HQ SWEET SIXTEEN	85/442280	10/07/11	4167083	07/03/12	Handi Quilter, Inc.
HANDI QUILTER 	85/078884	07/06/10	3980607	06/21/11	Handi Quilter, Inc.
HANDI QUILTER	85/078874	07/06/10	3976892	06/14/11	Handi Quilter, Inc.
QUILTER'S ACADEMY	85/078828	07/06/10	3919842	02/15/11	Handi Quilter, Inc.
QUILTER'S ACADEMY	85/078825	07/06/10	3919841	02/15/11	Handi Quilter, Inc.
HANDI QUILTER 	85/078815	07/06/10	3980606	06/21/11	Handi Quilter, Inc.
HANDI QUILTER 	85/078812	07/06/10	3980605	06/21/11	Handi Quilter, Inc.
HANDI QUILTER	85/078803	07/06/10	3980604	06/21/11	Handi Quilter, Inc.



					
HANDI QUILTER 	85/078797	07/06/10	3980603	06/21/11	Handi Quilter, Inc.
HANDI QUILTER 	85/078790	07/06/10	3980602	06/21/11	Handi Quilter, Inc.
HANDI QUILTER	85/078781	07/06/10	3976891	06/14/11	Handi Quilter, Inc.
HANDI QUILTER	85/078769	07/06/10	3942426	04/05/11	Handi Quilter, Inc.
HANDI QUILTER	85/078748	07/06/10	3942425	04/05/11	Handi Quilter, Inc.
HANDI QUILTER	85/078736	07/06/10	3976890	06/14/11	Handi Quilter, Inc.
HANDI QUILTER	85/078727	07/06/10	3976889	06/14/11	Handi Quilter, Inc.
SEE.HEAR.LEAN.QUILT!	85/070041	06/23/10	3914340	02/01/11	Handi Quilter, Inc.
DESIGNED BY A QUILTER FOR QUILTERS	78/860733	04/13/06	3270574	07/24/07	Handi Quilter, Inc.
QUILTER'S HANDI LIBRARY	78/816389	02/16/06	3559066	01/06/09	Handi Quilter, Inc.
HANDI GADGETS	78/793195	01/17/06	3280864	08/14/07	Handi Quilter, Inc.
HQ SIXTEEN	78/352545	01/15/04	2920821	01/25/05	Handi Quilter, Inc.
AVANTÉ	77/846504	10/12/09	3827292	08/03/10	Handi Quilter, Inc.
WHERE FUNCTION MEETS VISION	77/635643	12/18/08	3758970	03/09/10	Handi Quilter, Inc.
HQ FUSION	77/635632	12/18/08	3758969	03/09/10	Handi Quilter, Inc.
HQ PRO-STITCHER	77/278932	09/13/07	3538211	11/25/08	Handi Quilter, Inc.

TRADEMARK