

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM740517

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK RELEASE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
APOGEM CAPITAL LLC		07/12/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PRIMALOFT, INC.		
Street Address:	19 BRITISH AMERICAN BLVD.		
City:	LATHAM		
State/Country:	NEW YORK		
Postal Code:	12110		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Serial Number:	87245263	THERMOPLUME	
Serial Number:	86104807	P PRIMALOFT	
Serial Number:	86016298	PRIMALOFT P	
Serial Number:	85255822	PRIMALOFT	
Serial Number:	77864865	PRIMADOWN	
Serial Number:	75841804	PRIMALOFT	
Serial Number:	75761008	THE LUXURY DOWN ALTERNATIVE	
Serial Number:	74168393	PRIMALOFT	
Serial Number:	90650869	P PRIMALOFT	
Serial Number:	88593850	PRIMALOFT P P.U.R.E. PRODUCED USING REDU	
Serial Number:	88593866	PRIMALOFT P.U.R.E.	
Serial Number:	88593870	PRODUCED USING REDUCED EMISSIONS	
Serial Number:	88593874	PRODUCED USING REDUCED EMISSIONS	
Serial Number:	88593875	PRODUCED USING REDUCED EMISSIONS	
Serial Number:	88270783	PRIMALOFT BIO	
Serial Number:	88270792	PRIMALOFT BIO	
Serial Number:	88270810	PRIMALOFT BIO	
Serial Number:	88270822	RELENTLESSLY RESPONSIBLE	
Serial Number:	87567237	CROSS CORE	

OP \$540.00 87245263

Property Type	Number	Word Mark
Serial Number:	87567260	CROSS CORE
Serial Number:	88270789	PRIMALOFT BIO

CORRESPONDENCE DATA

Fax Number: 7043311159

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: 7043311000

Email: PTO_TMconfirmation@mvalaw.com,
maryelizabethzaldivar@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC

Address Line 1: 100 North Tryon Street

Address Line 2: Suite 4700, ATTN: IP DEPARTMENT

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	017625.004880
NAME OF SUBMITTER:	John Slaughter
SIGNATURE:	/john slaughter/
DATE SIGNED:	07/12/2022

Total Attachments: 4

source=Trademark Release - Apogem Capital LLC, as Grantee to PrimaLoft, Inc#page1.tif

source=Trademark Release - Apogem Capital LLC, as Grantee to PrimaLoft, Inc#page2.tif

source=Trademark Release - Apogem Capital LLC, as Grantee to PrimaLoft, Inc#page3.tif

source=Trademark Release - Apogem Capital LLC, as Grantee to PrimaLoft, Inc#page4.tif

TRADEMARK RELEASE

THIS TRADEMARK RELEASE is made as of July 12, 2022, by APOGEM CAPITAL LLC (as successor by appointment to Madison Capital Funding LLC (“Retiring Agent”)), a Delaware limited liability company in its capacity as Agent for the Lenders (in such capacity, “Grantee”) in favor of PrimaLoft, Inc., a Delaware corporation (the “Grantor”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Collateral Agreement (as defined below) and Security Agreements (as defined below), as applicable.

WITNESSETH:

WHEREAS, Grantor and Retiring Agent entered into that certain Guarantee and Collateral Agreement dated as of October 5, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”);

WHEREAS, Grantor and Retiring Agent entered into (x) that certain Trademark Security Agreement dated as of October 5, 2017 (the “2017 Security Agreement”), (y) that certain Trademark Security Agreement dated as of August 13, 2021 (the “August 2021 Security Agreement”) and (z) that certain Trademark Security Agreement dated as of December 21, 2021 (the “December 2021 Security Agreement”, together with the 2017 Security Agreement and the August 2021 Security Agreement, collectively the “Security Agreements”), in each case, pursuant to which, and pursuant to the Collateral Agreement, the Grantor granted to Retiring Agent a continuing security interest in Grantor’s entire right, title and interest in and to the following, whether then owned or existing or thereafter created acquired or arising (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”):

- (a) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (b) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark;

WHEREAS, the 2017 Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on October 5, 2017, at Reel 6175, Frame 0331;

WHEREAS, the August 2021 Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on August 13, 2021, at Reel 7390, Frame 0187;

WHEREAS, the December 2021 Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on December 21, 2021, at Reel 7537, Frame 0300;

WHEREAS, Retiring Agent and Grantee entered into that certain Omnibus Agency Transfer and Sub-Agent Appointment Agreement dated as of April 1, 2022 (“Omnibus Agreement”) and the Assignment of Intellectual Property Agreements dated as of April 1, 2022 (“Assignment Agreement”), pursuant to which the Retiring Agent assigned to Grantee and its successors and assigns, all of its rights, title and interest in and to the Collateral Agreement and Security Agreements and Grantee was appointed as Agent thereunder;

WHEREAS, the Assignment Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on May 4, 2022, at Reel 7712, Frame 0398;

WHEREAS, Grantee now desires to terminate and release the entirety of its security interest in the Trademark Collateral;

WHEREAS, Grantor has satisfied and fulfilled all of its obligations to release the Grantee's security interest in the Trademark Collateral.

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

1. Grantee hereby absolutely, unconditionally and irrevocably releases, terminates and forever discharges its security interest in all of Grantor's entire right, title and interest in and to the Trademark Collateral, and any right, title or interest of the Grantee in such Trademark Collateral shall hereby cease and become void.

2. Grantee represents and warrants that: (i) it has the full power and authority to execute this Trademark Release; (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Trademark Collateral; (iii) it has not recorded or otherwise evidenced its security interest with respect to the Trademark Collateral, any trademark, or registration of an application to register any trademark, or any trade name or assumed name of or by Grantor, other than the Trademarks set forth on Schedule A, in any jurisdiction throughout the world, other than such filings made in the United States Patent and Trademark Office and UCC financing statements.

3. Grantee hereby grants and conveys to the Grantor, without any representation, recourse or undertaking by Grantee, any and all of Grantee's right, title and interest in and to the Trademark Collateral.

4. Grantee hereby authorizes and requests that this Trademark Release be recorded at the United States Patent and Trademark Office, or any other applicable location. Grantee shall take all further actions, and provide to Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor, and at Grantor's cost and expense, to more fully and effectively effectuate the purposes of this Trademark Release.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantee has caused this Patent Release to be executed as of the day and year first above written.

APOGEM CAPITAL LLC, as Grantee

DocuSigned by:



By: _____

Name: Jeff Karczynski _____

Title: Director _____

SCHEDULE A

Mark	Application No.	Application Date	Registration No.	Registration Date
THERMOPLUME	87245263	11/22/16	5236085	7/4/17
P PRIMALOFT	86104807	10/29/13	4804658	9/1/15
PRIMALOFT P	86016298	7/22/13	4664480	12/30/14
PRIMALOFT	85255822	3/2/11	4124230	4/10/12
PRIMADOWN	77864865	11/4/09	4006803	8/2/11
PRIMALOFT	75841804	11/5/99	2444085	4/17/01
THE LUXURY DOWN ALTERNATIVE	75761008	7/26/99	2497563	10/16/01
PRIMALOFT	74168393	5/20/91	1849912	8/16/94
P PRIMALOFT	90650869	4/16/21	N/A	N/A
P PRIMALOFT P.U.R.E. PRODUCED USING REDUCED EMISSIONS	88593850	8/27/2019	6316505	4/6/21
PRIMALOFT P.U.R.E.	88593866	8/27/2019	6329650	4/20/21
PRODUCED USING REDUCED EMISSIONS	88593870	8/27/2019	6138252	8/25/20
PRODUCED USING REDUCED EMISSIONS	88593874	8/27/2019	6138253	8/25/20
PRODUCED USING REDUCED EMISSIONS	88593875	8/27/2019	6230334	8/25/20
PRIMALOFT BIO	88270783	1/22/2019	6283735	3/2/21
PRIMALOFT BIO	88270792	1/22/2019	6283736	3/2/21
PRIMALOFT BIO	88270810	1/22/2019	6257660	1/26/21
RELENTLESSLY RESPONSIBLE	88270822	1/22/2019	5827128	8/6/19
CROSS CORE	87567237	8/14/2017	6029612	4/7/20
CROSS CORE	87567260	8/14/2017	6322469	4/13/21
PRIMALOFT BIO	88270789	1/22/2019	6464047	8/24/21