

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM745384

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Frazier F L P		07/05/2022	Limited Partnership: TEXAS
RECEIVING PARTY DATA			
Name:	Twisted X, Inc.		
Street Address:	1414 S FM 51		
City:	Decatur		
State/Country:	TEXAS		
Postal Code:	76234		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	5356237	TWISTED X	
Registration Number:	5356239	TWISTED X BOOTS	
Registration Number:	5347550	X	
Registration Number:	5356241	X	
Registration Number:	5424618	TWX TOE	
Registration Number:	5425172	ECO TWX	
Serial Number:	87880020	TWISTED X GLOBAL BRANDS	
Serial Number:	87879949	TXGB	
Serial Number:	88097688	X CELL TWX	
Serial Number:	88093506	ECO TWX	
Serial Number:	88091233	CELL TWX	
Serial Number:	87755356	TWX CELL	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Phone:	16504732629		
Email:	ipcalendardept@omm.com		
Correspondent Name:	Scott W. Pink		
Address Line 1:	2765 Sand Hill Rd.		

CH \$315.00 5356237

Address Line 2: O'Melveny & Myers, LLP
Address Line 4: Menlo Park, CALIFORNIA 94025

ATTORNEY DOCKET NUMBER: 0879545-00001

NAME OF SUBMITTER: Scott W. Pink

SIGNATURE: /Scott Pink/

DATE SIGNED: 08/02/2022

Total Attachments: 4

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**RELEASE OF SECURITY INTEREST
AND RESCISSION OF CONDITIONAL TRANSFER AGREEMENT**

This Release of Security Interest and Rescission of Conditional Transfer Agreement ("Release and Rescission") is made pursuant to the Trademark Conditional Transfer Agreement ("TCT Agreement") made by and between Twisted X, Inc., a Texas corporation ("TWX") and Frazier F L P, a Texas limited partnership ("Obligee").

RECITALS

WHEREAS, TWX, Obligee and certain other parties named therein entered into a Release and Settlement Agreement effective October 11, 2018 (the "Settlement Agreement");

WHEREAS, pursuant to the Settlement Agreement, Obligee transferred, assigned, conveyed and set over to TWX all of Obligee's rights, title and interest in and to all trademarks listed on Schedule 1 hereof, and all registrations thereof and applications therefor (the "Trademarks") and all the goodwill associated therewith and symbolized thereby;

WHEREAS, under Section 1 of the Settlement Agreement, TWX was obligated to pay Obligee certain payment amounts in four (4) annual Installments ("Installments"), a first Installment due no later than December 31, 2018, and each of the three (3) successive Installments due no later than December 31 of the respective year following payment of a prior Installment;

WHEREAS, Section 4 of the TCT Agreement granted to Obligee a security interest in and to the Trademarks to secure TWX's obligation to pay the Installments as contemplated by the Settlement Agreement;

WHEREAS, Obligee recorded this Agreement with the United States Patent and Trademark Office ("USPTO") on January 7, 2019;

WHEREAS, TWX has paid all Installments under the Settlement Agreement; and

WHEREAS, under Section 5 of the TCT Agreement, Obligee shall rescind the TCT Agreement by a signed written instrument, which shall include a release of the security interest granted to Obligee by TWX under Section 4 thereof and file the same with the USPTO.

NOW, THEREFORE, in consideration of the mutual promises, covenants and warranties contained herein and in the TCT Agreement and Settlement Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Obligee agrees as follows:

1. The TCT Agreement is hereby rescinded effective as of December 28, 2021 and Obligee hereby acknowledges and agrees that the security interest granted in the Trademarks listed on the attached Schedule 1, is terminated and released, and that Obligee hereby releases and forever discharges all of its right, title and interest of any kind or nature in the Trademarks granted, assigned or conveyed, whether or conditional, pursuant to the TCT Agreement.

2. TWX is hereby authorized to record this Release and Recission with the USPTO and any other trademark office in any jurisdiction, or any other registry to which such a Release and Recission may be filed.
3. Obligee hereby authorizes the Commissioner of the USPTO and any other government officials to record and register this Release and Recission.
4. Obligee represents and warrants that it has not assigned, conveyed or otherwise transferred any right, title and interest under the TCT Agreement or in the security interest discharged hereby. Obligee agrees to defend, indemnify, and hold harmless TWX, its affiliates and each of their respective officers, directors, agents and employees from and against any claim, losses, liabilities and expenses (including attorney's fees) arising out of or relating to a breach of this representation and warranty.

[Signature page follows.]

IN WITNESS WHEREOF, Obligee has executed this Release and Rescission as of

BP 07/05/22
FRAZIER F L P

By: [Signature]
Name: Robert H. Frazier
Title: General Partner

ACKNOWLEDGMENT

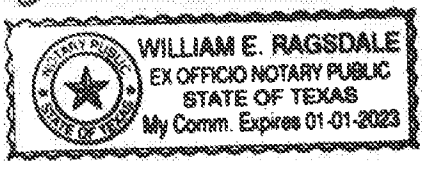
STATE OF TEXAS)
COUNTY OF Kerr) SS.

On the 5 day of July, 2022, before me personally appeared Robert H. Frazier, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the General Partner of Frazier F L P and acknowledged the instrument to be his free act and deed/the free act and deed of Frazier F L P for the uses and purposes mentioned in the instrument.

My Commission Expires:
1-1-23

[Signature]
Notary Public

Printed Name: _____



[Signature page to Release of Conditional Transfer and Rescission of Conditional Transfer Agreement]

Schedule 1

Trademarks

TWISTED X Reg. No. 5,356,237
TWISTED X BOOTS Reg. No. 5,356,239
X (& Design): Reg. No. 5,347,550
X (& Design): Reg. No. 5,356,241
TWX TOE Reg. No. 5,424,618
ECO TWX (& Design) Reg. No. 5,425,172
TWX CELL Ser. No. 87/755,356
TWISTED X GLOBAL BRANDS Ser. No. 87/880,020
TXGB Ser. No. 87/879,949
CELL TWX Ser. No. 88/091,233
X CELL TWX (& Design) Ser. No. 88/097,688
ECO TWX (& Design) Ser. No. 88/093,506

Trademarks also include any trademarks, whether common law or registered, and whether confusingly similar to, dilutive of, or containing any colorable imitation of the above registrations or applications or that include any of "TW", "TWX" and "TX."