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10 mg/mg/ 81 mg/

Form & O-1594 (Rev. 4-18)
OM& Collection 0651-0027 (exp. 06/30/2)

09/12/2022





U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office

| 8/22/22 10368 | 32824 | | | |
|--|--|--|--|--|
| To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below. | | | | |
| 1. Name of conveying party(ies): FIFTH THIRD BANK, N.A. SBM M.B. FINANCIAL BANK, N.A. | 2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached? No Name: HOMTEX, INC | | | |
| ☐ Individual(s) ☐ Association ☐ Partnership ☐ Limited Partnership ☐ Corporation- State: ☐ Other ☐ Citizenship (see guidelines) ☐ Yes ☐ No. Additional names of conveying parties attached? ☐ Yes ☐ No. 3. Nature of conveyance/Execution Date(s): Execution Date(s) 08/15/22 ☐ Assignment ☐ Merger ☐ Security Agreement ☐ Change of Name ☐ Other SECURITY RELEASE | Street Address: 2125 2ND AVENUE SW City: CULLMAN State: AL Country: UNITED STATES Zip: 35055 Individual(s) Citizenship Association Citizenship Partnership Citizenship Limited Partnership Citizenship Corporation Citizenship ALABAMA Other Citizenship If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) | | | |
| 4. Application number(s) or registration number(s) and A. Trademark Application No.(s) C. Identification or Description of Trademark(s) (and Filing Inc.) Text | B. Trademark Registration No.(s) 1862560; 3655582; 3973108 4173943; 4475545; 4475546; 4597487; 4306277; 4672113; 436977 4621586; 4645547; 4645548; 4507049; 4507050; 4499334; 450738 Additional sheet(s) attached? | | | |
| 5. Name & address of party to whom correspondence concerning document should be mailed: Name: Alex Averbeck | 6. Total number of applications and registrations involved: | | | |
| Internal Address: MD: 1MOBB1 Street Address: 5001 KINGSLEY DRIVE | 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$\frac{1,290.00}{E}\$ Authorized to be charged to deposit account Enclosed | | | |
| City: CINCINNATI State: OH Zip: 45227 | 8. Payment Information: | | | |
| Phone Number: 513-358-0799 Docket Number: 4 Email Address: ALEXANDRA.AVERBECK@53.COM | Deposit Account NumberAuthorized User Name | | | |
| 9. Signature: Signature ALEX AVERBECK | 08/15/22 Date Total number of pages including cover | | | |
| Name of Person Signing | sheet, attachments, and document: | | | |

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Reg No:

4696465; 4503049; 4744085; 4610586; 4964873; 4499414; 4539591; 4969069; 4704374; 4660375; 4782475; 4927865; 4882097; 4681703; 4882630; 5276736; 5134161; 5110485; 4877501; 6411490; 4668811; 5874622; 5302824

Serial No:

86104600; 86322957; 86322969; 86322988; 86323029; 86323049; 86509261; 86843405; 87105390; 87105397; 87119359

Termination of Security Interest

THIS TERMINATION OF SECURITY INTEREST (this "<u>Termination</u>"), dated as of November 30, 2016, is executed by FIFTH THIRD BANK, NATIONAL ASSOCIATION SBM MB FINANCIAL BANK, N.A., an Ohio banking corporation ("Lender") in favor of HOMTEX, INC., an Alabama corporation (the "<u>Company</u>").

- A. To secure the payment, performance, and observance of the Obligations owing to Lender, the Company granted to Lender its interest, pursuant to that certain Grant of Security Interest in Trademarks executed by the Company in favor of the Lender and recorded with the United States Patent and Trademark Office (the "<u>USPTO</u>") on December 06, 2016, at Reel/Frame: 5936/0562 (the "<u>Trademark Security Agreement</u>"), in the Collateral described therein, including, but not limited to, the trademarks, trademark registrations, trademark applications, and trademark licenses set forth on <u>Schedule 1</u> annexed to this Termination and made part of this Termination for all purposes (such Collateral, the "<u>Trademark Collateral</u>").
- B. The Lender now wishes to terminate the security interest in the Trademark Collateral.
- C. All capitalized terms used herein not otherwise defined herein have the meanings given to them in the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Lender, without representation, warranty, or recourse, hereby:

- 1. terminates the Trademark Security Agreement;
- 2. terminates, cancels, discharges and releases any and all liens on and its security interest in and to the Trademark Collateral arising under the Trademark Security Agreement, including, but not limited to, the trademarks, trademark registrations, trademark applications, and trademark licenses set forth on <u>Schedule 1</u> annexed to this Termination; and
- 3. authorizes the recordation of this Termination with the USPTO at the Company's expense.

THIS TERMINATION SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.

[Signature page follows.]

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

FIFTH THIRD BANK, NATIONAL ASSOCIATION SBM MB FINANCIAL BANK, N.A

By:

Alex Averbeck, Commercial Collateral

Administration Analyst

REEL: 007831 FRAME: 0295

SCHEDULE 1

Trademark Registrations

| Jurisdiction | Trademark | Reg. No./ Ser. No./ | Registration / Filing Date |
|---------------|---------------------------------|---------------------|-------------------------------|
| United States | DREAM FIT | 1862560 | 11/15/1994 |
| United States | FIRSTFIT | 3655582 | 07/14/2009 |
| United States | FITS LIKE A DREAM | 3973108 | 06/07/2011 |
| United States | DREAMFIT | 4173943 | 07/17/2012 |
| United States | DREAMFRESH | 4475545 | 01/28/2014 |
| United States | CLEANTEX | 4475546 | 01/28/2014 |
| United States | FITRITE | 4597487 | 09/02/2014 |
| United States | DREAMCOOL | 4306277 | 03/19/2013 |
| United States | DREAMFIT | 4672113 | 01/13/2015 |
| United States | FITS LIKE A DREAM | 4369771 | 07/16/2013 |
| United States | DREAMFIT BAMBOO | 4621586 | 10/14/2014 |
| United States | DREAM ESSENCE | 4645547 | 11/25/2014 |
| United States | DREAMESSENCE | 4645548 . | 11/25/2014 |
| United States | COMFORT COMBINATIONS | 4507049 | 04/01/2014 |
| United States | PHI PERSONAL HEIGHT INDEX | 4507050 | 04/01/2014 |
| United States | PERFECT PLUSH | 4499334 | 03/18/2014 |
| United States | SLEEP COOL. AWAKE REFRESHED. | 4507386 | 04/01/2014 |
| United States | DREAMFIT LIVING | 4696465 | 03/03/2015 |
| United States | DREAMTOLOGY | 4503049 | 03/25/2014 |
| United States | DREAMPERFORMA | 4744085 | 05/26/2015 |
| United States | COMFORT DUO PILLOW | 4610586 | 09/23/2014 |

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| United States | COOL ESSENCE | 4964873 | 05/24/2016 |
|---------------|--|----------|------------|
| United States | COMFORT POSITIONS | 4499414 | 03/18/2014 |
| United States | WE MAKE IT ADJUSTABLE. YOU MAKE IT YOURS | 4539591 | 05/27/2014 |
| United States | DREAMFLEX | 4969069 | 05/31/2016 |
| United States | MOMENTS | 4704374 | 03/17/2015 |
| United States | SMARTSHAPE | 4660375 | 12/23/2014 |
| United States | BAMBOO RICH | 4782475 | 07/28/2015 |
| United States | DREAMFLEX | 4927865 | 03/29/2016 |
| United States | DREAMLIVING | 86104600 | |
| United States | ULTRA15CLEAN | 4882097 | 01/05/2016 |
| United States | ADVANCED PERFORMANCE LINENS | 4681703 | 02/03/2015 |
| United States | DUAL PERFORMANCE | 86322957 | |
| United States | PERFORMANCE CORNER | 86322969 | |
| United States | COMFORT PERFORMANCE | 86322988 | |
| United States | DREAMDRY | 86323029 | · |
| United States | PERFORMANCE FIT | 86323049 | |
| United States | PIMA RICH | 4882630 | 01/05/2016 |
| United States | DREAMDOWN | 5276736 | 08/29/2017 |
| United States | PERFORMANCE FIT | 86509261 | |
| United States | REVIVE | 5134161 | 01/31/2017 |
| United States | LYOCELL RICH | 5110485 | 12/27/2016 |
| United States | DREAMCLUSTERS | 4877501 | 12/29/2015 |
| United States | MOUNTAIN CREST MILLS | 86843405 | |
| United States | ADVANCED HYBRID | 6411490 | 07/06/2021 |
| United States | DREAM LIVING | 4668811 | 01/06/2015 |

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| United States | COMFORT TRIO | 5874622 | 10/01/2019 |
|---------------|---|----------|------------|
| United States | POWER | 87105390 | |
| United States | POWERMAT | 87105397 | |
| United States | SOCIETY OF COMFORT | 5302824 | 10/03/2017 |
| United States | WHEN A BLANKET IS TOO MUCH, AND A SHEETIS NOT QUITE ENOUGH. | 87119359 | |

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