

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM769509

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GOLDMAN SACHS BDC, INC., as Agent		11/18/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MERVIN MANUFACTURING, INC.		
<b>Street Address:</b>	100 NE Northlake Way, Suite 100		
<b>City:</b>	Seattle		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98105		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 27</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	4091580	BANANA TECHNOLOGY	
Registration Number:	2792932	BENT METAL	
Registration Number:	3945568	BENT METAL	
Registration Number:	4392639	FREEDOM DOLLY	
Registration Number:	2331395	GNU	
Registration Number:	4280114	GNU	
Registration Number:	1941340	GNU	
Registration Number:	4429700	HOT KNIFE	
Registration Number:	4529889	LIB TECH	
Registration Number:	4392478	LIB TECHNOLOGIES	
Registration Number:	2331394	LIB TECHNOLOGIES	
Registration Number:	2778678	LIB TECHNOLOGIES	
Registration Number:	2011436	LIB TECHNOLOGIES	
Registration Number:	4505722	MAGNE-TRACTION	
Registration Number:	4347056		
Registration Number:	4168375		
Registration Number:	4505648	STORM FACTORY	
Registration Number:	5730019	LIB	
Registration Number:	5382165	LIB	

OP \$690.00 4091580

Property Type	Number	Word Mark
Registration Number:	5735533	LIB TECH
Registration Number:	5382166	LIB TECH
Registration Number:	5628713	LIB TECH
Registration Number:	5402970	LIB TECHNOLOGIES
Registration Number:	5493579	LIBTECH
Registration Number:	4974260	MERVIN MADE
Registration Number:	4822096	MERVIN MADE
Registration Number:	5325660	MERVIN MADE

#### CORRESPONDENCE DATA

**Fax Number:** 3128637806

*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:** 3128637198

**Email:** nancy.brougher@goldbergkohn.com

**Correspondent Name:** Nancy J. Brougher, Paralegal

**Address Line 1:** c/o Goldberg Kohn Ltd.

**Address Line 2:** 55 East Monroe, Suite 3300

**Address Line 4:** CHICAGO, ILLINOIS 60603

<b>ATTORNEY DOCKET NUMBER:</b>	6605.105
<b>NAME OF SUBMITTER:</b>	Nancy Brougher
<b>SIGNATURE:</b>	/njb/
<b>DATE SIGNED:</b>	11/22/2022

#### Total Attachments: 8

source=Goldman Trademark Release#page1.tif

source=Goldman Trademark Release#page2.tif

source=Goldman Trademark Release#page3.tif

source=Goldman Trademark Release#page4.tif

source=Goldman Trademark Release#page5.tif

source=Goldman Trademark Release#page6.tif

source=Goldman Trademark Release#page7.tif

source=Goldman Trademark Release#page8.tif

## **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of November 18, 2022 ("Release"), is made by GOLDMAN SACHS BDC, INC., as agent (the "Agent"), in favor of MERVIN MANUFACTURING, INC., a California corporation (the "Grantor").

**WHEREAS**, the Agent, the Grantor, and certain other borrowers have entered into that certain Term Loan and Security Agreement, dated as of September 30, 2019 (as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement");

**WHEREAS**, pursuant to that certain Trademark Security Agreement, dated as of September 30, 2019 (the "Trademark Security Agreement"), the Grantor granted to the Agent, to secure its obligations under the Credit Agreement, a security interest in all right, title and interest of the Grantor in and to certain intellectual property;

**WHEREAS**, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") at Reel 6758 Frame 0756 on September 30, 2019;

**WHEREAS**, the Grantor has satisfied the terms of the Trademark Security Agreement and requests release of the entirety of the security interest granted and recorded against its intellectual property.

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

**SECTION 1. Defined Terms.** All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement.

**SECTION 2. Termination and Release.** The Agent, without representation, warranty, or recourse, hereby:

(a) terminates the Trademark Security Agreement and terminates, cancels, discharges, and releases all of its security interests in and to all right, title and interest of the Grantor (and any of the borrowers or other obligors under the Credit Agreement) in and to all intellectual property (including, but not limited to, all Trademark Collateral under the Trademark Security Agreement), whether granted pursuant to the Trademark Security Agreement or otherwise (and including, but not limited to, the Trademarks listed on Schedule A attached hereto);

(b) assigns and transfers to the Grantor all of its right, title and interest in and to all intellectual property (including, not limited to, all Trademark Collateral under the Trademark Security Agreement), whether granted pursuant to the Trademark Security Agreement or otherwise (including, but not limited to the Trademarks listed on Schedule A attached hereto), together with the goodwill of the business symbolized thereby; and

(c) authorizes the recordation of this Release with the USPTO or any similar office or agency within or outside the United States at the Grantor's expense.

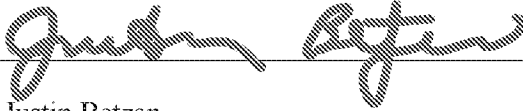
The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the

Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

**SECTION 3. Choice of Law.** This Release shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed as of the date first set forth above.

**GOLDMAN SACHS BDC, INC.**



By: \_\_\_\_\_

Name: Justin Betzen



Title: Managing Director

Schedule A


Trademarks

Mark	Status	Application Number	Application Date	Registration Number	Registration Date	Renewal	Registrant
BANANA TECHNOLOGY	Registered	77982595	8/14/2008	4091580	1/24/2012	1/24/2022	Mervin Manufacturing, Inc.
BENT METAL	Registered	78/108,240	2/12/2002	2,792,932	12/9/2003	12/9/2023	Mervin Manufacturing, Inc.
BENT METAL	Cancelled as of 11/19/21	77908041	1/8/2010	3945568	4/12/2011	4/12/2021	Mervin Manufacturing, Inc.
FREEDOM DOLLY	Cancelled as of 10/19/18	77908052	1/8/2010	4112310	3/13/2012	3/13/2022	Mervin Manufacturing, Inc.
FREEDOM DOLLY	Cancelled as of 06/05/20	85064868	6/16/2010	4392639	8/27/2013	8/27/2023	Mervin Manufacturing, Inc.
GNU	Registered	75/553,317	9/15/1998	2331395	3/21/2000	3/21/2020	Mervin Manufacturing, Inc.
GNU	Registered	77766411	6/23/2009	4280114	1/22/2013	1/22/2023	Mervin Manufacturing, Inc.
	Registered	74/639,181	2/27/1995	1941340	12/12/1995	12/12/2015	Mervin Manufacturing, Inc.
HOT KNIFE	Registered	85680855	7/18/2012	4429700	11/05/2013	11/05/2023	Mervin Manufacturing, Inc.
LIB TECH	Registered	85249807	2/23/2011	4529889	5/13/2014	5/13/2024	Mervin Manufacturing, Inc.
LIB TECHNOLOGIES	Registered	77741458	5/20/2009	4392478	8/27/2013	8/27/2023	Mervin Manufacturing, Inc.
LIB TECHNOLOGIES	Registered	75/553,316	9/15/1998	2331394	3/21/2000	3/21/2020	Mervin Manufacturing, Inc.
LIB TECHNOLOGIES	Registered	78/108,234	2/12/2002	2778678	10/28/2003	10/28/2023	Mervin Manufacturing, Inc.
	Registered	74/638,361	2/27/1995	2011436	10/29/1996	10/29/2016	Mervin Manufacturing, Inc.
MAGNE-TRACTION	Registered	85366601	7/8/2011	4505722	4/01/2014	4/01/2024	Mervin Manufacturing, Inc.

SF-4953661  
133928658v4

	Registered	77967782	3/24/2010	4347056	6/4/2013	6/4/2023	Mervin Manufacturing, Inc.
	Registered	77983179	3/24/2010	4168375	7/3/2012	7/3/2022	Mervin Manufacturing, Inc.
STORM FACTORY	Cancelled as of 11/06/20	85235520	2/7/2011	4505648	04/01/2014	04/01/2024	Mervin Manufacturing, Inc.
LIB	Registered	88038148	07/15/2018	5730019	04/16/2019	04/16/2029	Mervin Manufacturing, Inc.
LIB	Registered	87279835	12/23/2016	5382165	01/16/2018	01/16/2028	Mervin Manufacturing, Inc.
LIB TECH	Registered	88038150	07/15/2018	5735533	04/23/2019	04/23/2029	Mervin Manufacturing, Inc.
LIB TECH	Registered	87279837	12/23/2016	5382166	01/16/2018	01/16/2028	Mervin Manufacturing, Inc.
<b>LIB</b> <i>TECH</i> LIB TECH (STYLIZED)	Registered	87446067	05/11/2017	5628713	12/11/2018	12/11/2028	Mervin Manufacturing, Inc.
LIB TECHNOLOGIES	Registered	87279843	12/23/2016	5402970	02/13/2018	02/13/2028	Mervin Manufacturing, Inc.
<b>LIBTECH</b> LIBTECH (STYLIZED)	Registered	87446035	05/11/2017	5493579	06/12/2018	06/12/2028	Mervin Manufacturing, Inc.

SF-4953661  
133926658v4

MERVIN MADE	Registered	86529215	02/09/2015	4974260	06/07/2016	06/07/2026	Mervin Manufacturing, Inc.
MERVIN MADE	Cancelled as of 04/08/22	86542593	02/23/2015	4822096	09/29/2015	09/29/2025	Mervin Manufacturing, Inc.
 MERVIN MADE & DESIGN	Registered	87279875	12/23/2016	5325660	10/31/2017	10/31/2027	Mervin Manufacturing, Inc.
X	Registered	88823133	3/5/2020	6153009	9/15/2020		Mervin Manufacturing, Inc.

#### Licenses

Mark	Status	Application Number	Application Date	Registration Number	Registration Date	Next Renewal Due	Registrant	Current Owner
ROXY	Cancelled as of 07/05/19	78/980,615	8/29/2005	3542116	12/2/2008	12/2/2018	Quicksilver, Inc.	QS WHOLESALE, INC.
ROXY	Registered	78/702,917	8/29/2005	3730042	12/22/2009	12/22/2019	Quicksilver Americas, Inc.	QS WHOLESALE, INC.
ROXY	Registered	78/136,536	6/18/2002	2858806	6/29/2004	6/29/2024	Quicksilver, Inc.	QS WHOLESALE, INC.
ROXY	Registered	78/138,118	6/24/2002	2851891	6/8/2004	6/8/2024	Quicksilver, Inc.	QS WHOLESALE, INC.

SF-4953661  
133928658v4



ROXY	Registered	78/336,354	12/4/2003	2988186	8/23/2005	8/23/2015	Quicksilver, Inc.	QS WHOLESALE, INC.
ROXY	Registered	78/162,154	9/9/2002	2809462	1/27/2004	1/27/2024	Quicksilver, Inc.	QS WHOLESALE, INC.
ROXY	Registered	78/138,129	6/24/2002	2919733	1/18/2005	1/18/2015	Quicksilver, Inc.	QS WHOLESALE, INC.
ROXY	Cancelled as of 12/11/15	75/838,206	11/1/1999	3616390	5/5/2009	5/5/2019	Quicksilver, Inc.	QS WHOLESALE, INC.
ROXY	Cancelled as of 02/04/22	75/838,044	11/1/1999	2474406	7/31/2001	7/31/2021	Quicksilver, Inc.	QS WHOLESALE, INC.
ROXY	Registered	75/829,696	10/22/1999	2375481	8/8/2000	8/8/2020	Quicksilver, Inc.	QS WHOLESALE, INC.
ROXY	Registered	75/826,848	10/19/1999	2714839	5/13/2003	5/13/2023	Quicksilver, Inc.	QS WHOLESALE, INC.
ROXY	Registered	75/612,754	12/28/1998	2427898	2/13/2001	2/13/2021	Quicksilver, Inc.	QS WHOLESALE, INC.
ROXY	Registered	75/473,320	4/23/1998	2228883	3/2/1999	3/2/2019	Quicksilver, Inc.	QS WHOLESALE, INC.
ROXY	Registered	75/466,980	4/13/1998	2255435	6/22/1999	6/22/2019	Quicksilver, Inc.	QS WHOLESALE, INC.
ROXY	Cancelled as	75/466,979	4/13/1998	2297591	12/7/1999	12/7/2019	Quicksilver, Inc.	QS WHOLESALE,

SF-4953661  
133926658v4

	of 11/05/21							INC.
ROXY	Registered	75/408,138	12/18/1997	2225688	2/23/1999	2/23/2019	Quicksilver, Inc.	QS WHOLESALE, INC.

SF-4953661  
133926658v4