

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM770341

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Royal Bank of Canada, as administrative agent		09/15/2021	Bank: CANADA
RECEIVING PARTY DATA			
Name:	25 Thrasio Twenty Five, Inc.		
Street Address:	85 Walpole Street		
Internal Address:	Floor 3		
City:	Walpole		
State/Country:	MASSACHUSETTS		
Postal Code:	02081		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5488318	BECKY CAMERON	
CORRESPONDENCE DATA			
Fax Number:	2147467777		
<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:	2147467700		
Email:	juan.arias@weil.com		
Correspondent Name:	Kaitlin Bond		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	200 Crescent Court, Suite 300		
Address Line 4:	Dallas, TEXAS 75201-6950		
ATTORNEY DOCKET NUMBER:	K.Bond - 77555.0003		
NAME OF SUBMITTER:	Kaitlin Bond		
SIGNATURE:	/Kaitlin Bond/		
DATE SIGNED:	11/28/2022		
Total Attachments: 4			
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PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

THIS PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL dated September 15, 2021 by Royal Bank of Canada, as administrative agent and collateral agent (in such capacities and together with its successors and assigns, the “*Administrative Agent*”), in connection with the grant of security interests in certain trademarks by 25 Thrasio Twenty Five, Inc., a Delaware corporation (the “*Grantor*”), in favor of the Administrative Agent. Capitalized terms used and not otherwise defined herein have the meanings assigned to them in the Pledge and Security Agreement, dated as of December 18, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”), among the Grantor, the other Loan Parties party thereto and the Administrative Agent.

WITNESSETH:

WHEREAS, the Grantor and the Administrative Agent were parties to a certain Intellectual Property Security Agreement, dated December 18, 2020 (the “*IP Security Agreement*”), entered in to by the Grantor and other Loan Parties thereto in favor of the Administrative Agent, and pursuant to the Security Agreement and IP Security Agreement, the Grantor pledged, mortgaged, transferred and granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a continuing security interest in, among other things, the Specified Trademarks Collateral (as defined below);

WHEREAS, the Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office (“*USPTO*”) on December 29, 2020 at Reel 7149, Frame 0143;

WHEREAS, the Grantor has requested, effective as of September 15, 2021, that the Administrative Agent terminate and release the entirety of its continuing security interest solely in the Specified Trademarks Collateral;

WHEREAS, all rights and interests in the Specified Trademarks Collateral, will revert to the Grantor, effective as of September 15, 2021 and upon the recordation of this Release with the USPTO; and

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

1. Definitions. The term “*Specified Trademarks Collateral*”, as used herein, means (a) the Trademark registrations and registration applications in the USPTO listed on Schedule A hereto (the “*Specified Trademarks*”) and (b) all proceeds of the foregoing.
2. Release of Security Interest.

The Administrative Agent hereby (a) terminates, cancels, releases and discharges all of its continuing security interest in the Specified Trademarks Collateral, without any representation, warranty, recourse or undertaking by the Administrative Agent and (b) reassigns any of its right, title and interest, if any, in and to the Specified Trademarks Collateral to the Grantor, including:


- (i) The trademark registration, and all of the goodwill of the business connected with the use of, and symbolized by, the Specified Trademarks Collateral and all extensions and renewals thereof; and

- (ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by the Grantor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of the Specified Trademarks Collateral listed in Schedule A attached hereto with a copy of the subject trademark registration, or by reason of injury to the goodwill associated with the Specified Trademarks Collateral, together with the right but no obligation to sue for and collect, or otherwise recover, said damages.
3. Further Assurances. The Administrative Agent hereby authorizes the recordation of this Release with the USPTO and any other offices as may be necessary to carry out the intention of this Release and, to the extent applicable, the Administrative Agent authorizes and requests that the USPTO record this Release.
4. No Waiver, Consent or Amendment. This Release shall not be construed as a release of any collateral or the termination of any guarantee under the Loan Documents, other than the release of the Specified Trademarks Collateral.
5. Governing Law. THIS RELEASE AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS RELEASE, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.
6. Miscellaneous. SECTION 7.17, SECTION 7.18, SECTION 7.20 AND ARTICLE 9 OF THE SECURITY AGREEMENT ARE HEREBY INCORPORATED HEREIN BY REFERENCE AS IF FULLY SET FORTH HEREIN, MUTATIS MUTANDIS.

[Remainder of Page Left Blank; Signature Page to Follow]

IN WITNESS WHEREOF, Administrative Agent has caused this Partial Release of Security Interest in Trademark Collateral to be duly executed by its duly authorized officer as of the day and year first above written.

ROYAL BANK OF CANADA, as Administrative Agent

By:  _____

Name: Susan Khokher
Title: Manager, Agency

[Signature Page to Partial Trademark Release (Becky Cameron)]

TRADEMARK
REEL: 007902 FRAME: 0643

SCHEDULE A
RELEASE OF SECURITY INTEREST IN TRADEMARKS

REGISTRANT	COUNTRY	MARK	APPL. NO.	APPL. DATE	REG. No.	REG. DATE
25 Thrasio Twenty Five, Inc.	U.S.	BECKY CAMERON	87675098	07-Nov-2017	5488318	05-Jun- 2018