

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM790466

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Abacus Finance Group, LLC		02/28/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Diamond Mowers, LLC		
Street Address:	350 East 60th Street N.		
City:	Sioux Falls		
State/Country:	SOUTH DAKOTA		
Postal Code:	57104		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2823093	DIAMOND MOWERS INC	
Serial Number:	87683226	DIAMOND MOWERS	
Serial Number:	87683223	DIAMOND	
CORRESPONDENCE DATA			
Fax Number:	6123713207		
<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:	612-371-2461		
Email:	englishj@ballardspahr.com		
Correspondent Name:	Jennifer J. English		
Address Line 1:	2000 IDS Center, 80 South 8th Street		
Address Line 4:	Minneapolis, MINNESOTA 55402-2119		
ATTORNEY DOCKET NUMBER:	00402134		
NAME OF SUBMITTER:	Jennifer J. English		
SIGNATURE:	/Jennifer J. English/		
DATE SIGNED:	02/28/2023		
Total Attachments: 3			
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Agreement") dated as of February 28, 2023, from Abacus Finance Group, LLC, in its capacity as agent for the Lenders and Secured Parties (the "Agent"), in favor of Diamond Mowers, LLC, a Delaware limited liability company (the "Grantor").

WITNESSETH:

WHEREAS, in connection with the Trademark Security Agreement, dated as of March 7, 2018 (as may have been amended, supplemented or otherwise modified prior to the date hereof, the "Trademark Security Agreement"), the Grantor granted the Agent a security interest in all of its right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement) (all capitalized terms used herein, but not otherwise defined herein, shall have the meanings set forth or referenced in the Trademark Security Agreement);

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Assignment Division of the United States Patent and Trademark Office (the "USPTO") on March 15, 2018 at Reel 6288, Frame 0214; and

WHEREAS, the Agent, on behalf of itself and the Lenders and the Secured Parties, now wishes to release its liens on, and security interests in, the Trademark Collateral, including, without limitation, the Trademarks set forth on Schedule A attached hereto.


NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Agreement, the Agent hereby states as follows:

1. Release of Security Interest. The Agent, on behalf of itself and the Lenders and Secured Parties, and their respective successors, indorsees, transferees and assigns, hereby terminates the Trademark Security Agreement and terminates, irrevocably releases and fully discharges all of its and any Lender's and Secured Party's security interest and lien in, to and under the Trademark Collateral, including any and all associated goodwill or common law rights, and reassigns any and all right, title and interest that it or any Lender or Secured Party may have in or to the Trademark Collateral to the Grantor.
2. Recordation. The Grantor or its authorized agent is authorized to record this Agreement with the USPTO.
3. Governing Law. This Agreement and the rights and obligations of the parties under this Agreement shall be construed in accordance with and governed by the laws of the State of New York.
4. Further Assurances. The Agent shall take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, such cooperation and assistance (including, without limitation, the execution and delivery of any documents or other instruments), reasonably requested by Grantor, and at Grantor's cost and expense, to more fully and effectively effectuate the release of liens and security interests contemplated hereby.

(Signature page follows)


IN WITNESS WHEREOF, the undersigned has executed this Agreement by its duly authorized officer as of the date first above written.

ABACUS FINANCE GROUP, LLC,
as Administrative Agent

By: 
Name: Joseph Lee
Title: Vice President

Schedule A

TRADEMARK REGISTRATIONS

Grantor	Trademark	Serial Number	Serial Number Filing Date	Registration Number	Registration Date
Diamond Mowers, LLC		78/159,785	8/30/2002	2,823,093	3/16/2004

TRADEMARK APPLICATIONS

Grantor	Trademark	Serial Number	Serial Number Filing Date
Diamond Mowers, LLC	DIAMOND MOWERS	87/683,226	11/14/2017
Diamond Mowers, LLC	DIAMOND	87/683,223	11/14/2017