

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM792094

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900753921		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Crescent Direct Lending, LLC		09/28/2021	Corporation:
RECEIVING PARTY DATA			
Name:	Xealum Lighting, LLC		
Street Address:	18000 W 105th St, 3rd floor		
City:	Olathe		
State/Country:	KANSAS		
Postal Code:	66061		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	88169459	PATHFINDER	
Registration Number:	5465543	XI-FI	
Registration Number:	4436919	XELEUM	
CORRESPONDENCE DATA			
Fax Number:	4045725100		
<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:	4045723728		
Email:	AAmicoOlchaskey@KSLAW.com		
Correspondent Name:	Angela Amico Olchaskey		
Address Line 1:	1180 Peachtree Street, NE Suite 1600		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	14868.515116		
NAME OF SUBMITTER:	Angela Amico Olchaskey		
SIGNATURE:	/AngelaAmicoOlchaskey/		
DATE SIGNED:	03/06/2023		
Total Attachments: 4			
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**TERMINATION AND RELEASE
OF SECURITY INTEREST IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS** (“Release”) is granted as of September 28, 2021 by CRESCENT DIRECT LENDING, LLC, as agent for the Lenders (the “Agent”), in favor of XELEUM LIGHTING, LLC, a Delaware limited liability company (the “Released Party”).

WHEREAS, reference is made to that certain Credit Agreement dated as of June 1, 2018 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among EIKO GLOBAL, LLC, a Kansas limited liability company (the “Borrower”), and the parent company of the Released Party, Agent the Lenders (as defined in the Credit Agreement) party thereto;

WHEREAS, in connection with the Credit Agreement, the Released Party executed and delivered that certain Guarantee and Collateral Agreement dated as of June 1, 2018 (as amended, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Released Party and the Agent, in its capacity as administrative agent for the Lenders, executed that certain Trademark Security Agreement dated as of April 25, 2019 (the “Trademark Security Agreement”), pursuant to which the Released Party granted to the Agent a continuing security interest in all of the Trademark Collateral (as such term is defined in the Trademark Security Agreement) to secure the payment of all Secured Obligations (as such term is defined in the Security Agreement) (such continuing security interest in all of the Trademark Collateral, the “Security Interest”);

WHEREAS, the Released Party has satisfied in full the terms of the Security Agreement and the Trademark Security Agreement and requests a release of the Security Interest; and

WHEREAS, the Agent, on behalf of itself and each of the Lender, now agrees to terminate and grant a release of the Security Interest in the Trademarks identified on Schedule A attached hereto as provided in this Release.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent, on behalf of itself and each of the Lenders hereby covenants and agrees as follows:

Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided in the Credit Agreement.

The Agent, on behalf of itself and each of the Lenders, hereby (a) terminates the Trademark Security Agreement, (b) terminates, releases, relinquishes and discharges, in its entirety, the Security Interest in each of the Trademarks identified on Schedule A attached hereto, and (c) hereby assigns and transfers to the Released Party, without recourse or representation or warranty, express or implied, of any kind, all of its right, title and interest of

any nature whatsoever in and to the Trademarks identified on Schedule A attached hereto, together, without limitation, with all associated common law rights and all goodwill of the business symbolized thereby, and all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, in each case, effective as of the date hereof.


The Agent, on behalf of itself and each of the Lenders, authorizes the USPTO and any other applicable governmental authority to record this Release and understands and agrees that this Release may be recorded by or for the Released Party with the USPTO or any similar office or agency within or outside the United States.


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IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date set forth above.

Agent:

CRESCENT DIRECT LENDING, LLC

By: 
Name: Jonathan Cignetti
Title: Managing Director

By: 
Name: Brian Ferguson
Title: Vice President

SCHEDULE A

TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS

TRADEMARKS AND TRADEMARK REGISTRATIONS

Grantor	Trademark Title	Trademark Application Number	Trademark Registration Number
Xeleum Lighting, LLC	PATHFINDER	88169459	-
Xeleum Lighting, LLC	XI-FI	-	5465543
Xeleum Lighting, LLC	XELEUM	-	4436919