# CH \$40.00 562

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM793921

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademark Rights	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Victory Park Management, LLC		03/10/2023	Limited Liability Company: DELAWARE

## **RECEIVING PARTY DATA**

Name:	Homelife LLC	
Street Address:	667 Boylston Street, 3rd Floor, Suite 307	
City:	Boston	
State/Country:	MASSACHUSETTS	
Postal Code:	02116	
Entity Type:	Limited Liability Company: DELAWARE	

## **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	5625984	FLEXI HOSE

## **CORRESPONDENCE DATA**

**Fax Number:** 2129096836

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:** 212-909-6000

**Email:** trademarks@debevoise.com

Correspondent Name: Max Lovrin, Esq.

Address Line 1: 66 Hudson Boulevard

Address Line 2: Debevoise & Plimpton LLP

Address Line 4: New York, NEW YORK 10001

NAME OF SUBMITTER:	Max Lovrin
SIGNATURE:	/Max Lovrin/
DATE SIGNED:	03/13/2023

#### **Total Attachments: 4**

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> TRADEMARK REEL: 008001 FRAME: 0285

## TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (the "Termination and Release") dated as of March 10, 2023, from VICTORY PARK MANAGEMENT, LLC, as Collateral Agent (the "Agent") in favor of Homelife, LLC, a Delaware limited liability company (the "Grantor").

#### WITNESSETH:

WHEREAS, pursuant to that certain Pledge and Security Agreement, dated as of October 15 2020, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement"), the Grantor granted to the Agent, for the benefit of the Secured Parties, a security interest (the "Security Interest") in certain collateral, including the FLEXI HOSE trademark set forth on Schedule A attached hereto and all related goodwill associated with such trademark and applications and registrations from such trademark (such trademark set forth on Schedule A attached hereto and all related goodwill associated therewith and applications and registrations therefrom collectively, the "Trademark");

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of September 30, 2022, among, inter alios, the Agent and the Grantor (the "Trademark Security Agreement"), the Grantor, by reference to the Security Agreement, reaffirmed its intent to grant the Security Interest to the Agent specifically in certain Intellectual Property, including the Trademark set forth on Schedule A hereto;

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on October 3, 2022 at Reel 7859 and Frame 0355; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark (but not any other Trademark Collateral or other Collateral);

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

- Definitions. Capitalized terms used in this Termination and Release and not otherwise 1. defined herein have the meanings specified in the Trademark Security Agreement or the Security Agreement, as applicable.
- Release of Security Interest. The Agent hereby terminates, releases and discharges, without recourse, representation or warranty, its Security Interest solely in the Trademark (but not any other Trademark Collateral or other Collateral), and any right, title or interest of the Agent in such Trademark shall hereby cease and become void.
- Counterparts. This Termination and Release may be executed in counterparts (including by telecopy or electronic (i.e., "pdf") transmission), each of which will be deemed an original, but all of which together constitute one and the same original.
- <u>Further Assurances</u>. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

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REEL: 008001 FRAME: 0287

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

VICTORY PARK MANAGEMENT, LLC

By: \_

Name: Scott R. Zemnick

Title: Manager

TRADEMARK REEL: 008001 FRAME: 0288

# SCHEDULE A

# <u>Trademark Registration(s)</u>

	Trademark	Serial No.	1 mil ran		Reg. Date	Owner
United	FLEXI	87/826726	8-Mar-18	5625984	11-Dec-18	Homelife
States of	HOSE					LLC
America						

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**RECORDED: 03/13/2023** 

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