

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM799478

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CITIBANK, N.A.		03/31/2023	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	FURNITURE MEDIC SPE LLC		
Street Address:	3060 Peachtree Road, Suite 360		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30305		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4052298	FURNITURE MEDIC	
Registration Number:	2512612	FURNITURE MEDIC	
Registration Number:	1712243	FURNITURE MEDIC	
Registration Number:	4048505	FURNITURE MEDIC	
Registration Number:	1882533	RX	
CORRESPONDENCE DATA			
Fax Number:	2124920043		
<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:	212 373 3043		
Email:	ebensoul@paulweiss.com, mmcguire@paulweiss.com		
Correspondent Name:	Elana D. Bensoul		
Address Line 1:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	017514-0180		
NAME OF SUBMITTER:	Elana D. Bensoul		
SIGNATURE:	/edb/		
DATE SIGNED:	03/31/2023		

CH \$140.00 4052298

Total Attachments: 4

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EXECUTION VERSION

**NOTICE OF RELEASE OF
SECURITY INTEREST IN TRADEMARKS**

This NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), effective as of March 31, 2023, is made by CITIBANK, N.A., a national banking association, in its capacity as Trustee (referred to herein as the “Trustee”), in favor of FURNITURE MEDIC SPE LLC, a Delaware limited liability (the “Grantor”), pursuant to that certain Guarantee and Collateral Agreement, dated as of December 9, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), by the Grantor and the other Guarantors in favor of Trustee.

W I T N E S S E T H:

WHEREAS, in connection with the Guarantee and Collateral Agreement, the Grantor executed and delivered the Notice of Grant of Security Interest in Trademarks, dated as of December 9, 2020, in favor of the Trustee (the “Trademark Security Agreement”);

WHEREAS, pursuant to the Trademark Security Agreement, the Grantor granted to the Trustee for the benefit of the Secured Parties a security interest in Grantor’s right, title and interest in to, and under the Trademarks and the goodwill connected with the use of or symbolized by the Trademarks, and the right to bring an action at law or in equity for any infringement, misappropriation, dilution or other violation thereof, and to collect all damages, settlements and proceeds relating thereto, and, to the extent not otherwise included, all payments, proceeds, supporting obligations and accrued and future rights to payment with respect to the foregoing (collectively the “Trademark Collateral”), including the Trademarks set forth on Schedule A attached hereto;

WHEREAS, the Trademark Security Agreement was recorded in the records of the United States Patent and Trademark Office (the “USPTO”) on December 16, 2020, at Reel/Frame No. 007137/0080; and

WHEREAS, the Grantor has requested that the Trustee release its security interest in the Trademark Collateral and reassign any and all rights in the same to the Grantor, and the Trustee has duly authorized the execution, delivery and performance of this Release.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Trustee agrees, for the benefit of the Grantor, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Trademark Security Agreement.

SECTION 2. Release of Security Interest. The Trustee does hereby release, terminate, relinquish and discharge its lien on and security interest in and to all of the Grantor’s right, title and interest in, to and under the Trademark Collateral and reassigns, grants and conveys to the Grantor any and all right, title and interest that the Trustee may have in, to and under the Trademark Collateral.

SECTION 3. Termination. The Trustee, without any recourse, representation or warranty, hereby terminates and cancels the Trademark Security Agreement.


SECTION 4. Further Assurances. The Trustee hereby authorizes the Grantor or its authorized representative to (i) record this Release with the USPTO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Trustee in the Trademark Collateral and/or (iii) otherwise record or file this Release in the applicable governmental office or agency. The Trustee further agrees to execute and deliver to the Grantor any and all further documents and instruments, and do any and all further acts which the Grantor (or their agents or designees) reasonably request (at the Grantor's sole cost and expense) in order to confirm this Release and the Grantor's right, title and interest in, to and under the Trademark Collateral.

SECTION 5. Choice of Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York without regard to conflicts of law principles other than Sections 5-1401 and 5-1402 of the General Obligations Law of the State of New York.

[Signatures Follow On Next Page.]

IN WITNESS WHEREOF, the Trustee has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date set forth above.

CITIBANK, N.A.,
as Trustee

By: 
Name: Anthony Bausa
Title: Senior Trust Officer

SCHEDULE A

Trademark Applications and Registrations

Country	Trademark Name	Application No.	Filing Date	Registration No.	Registration Date
United States	FURNITURE MEDIC	85265736	14-Mar-11	4052298	8-Nov-11
United States	FURNITURE MEDIC	76223240	12-Mar-01	2512612	27-Nov-01
United States	FURNITURE MEDIC	74222102	18-Nov-91	1712243	1-Sep-92
United States	FURNITURE MEDIC	85265738	14-Mar-11	4048505	1-Nov-11
United States	RX (and Design)	74473050	27-Dec-93	1882533	7-Mar-95