TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM811763

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Texas Capital Bank	FORMERLY Texas Capital Bank N.A.	04/07/2023	Corporation: TEXAS

RECEIVING PARTY DATA

Name:	For Bare Feet, LLC
Street Address:	1201 S. Ohio Street
City:	Martinsville
State/Country:	INDIANA
Postal Code:	46151
Entity Type:	Limited Liability Company: COLORADO

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark		
Registration Number:	5894659	FBF		
Registration Number:	5894660	FBF SPORTSWEAR		
Registration Number:	5894661	FBF ORIGINALS		
Registration Number:	5900837	FOR BARE FEET ORIGINALS		
Registration Number:	6061605	AKM		
Registration Number:	5900813	FOR BARE FEET TOO		
Registration Number:	6208630	SMELL MY FEET		
Registration Number:	6584023	BUG-ARMOR		

CORRESPONDENCE DATA

Fax Number: 8014153000

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: (801)415-3000

Email: djp.ipmail@dentons.com

Sarah W. Matthews, DENTONS **Correspondent Name:**

Address Line 1: 3301 N. Thanksgiving Way, suite 400

Address Line 4: Lehi, UTAH 84043

ATTORNEY DOCKET NUMBER:	57379-0
NAME OF SUBMITTER:	Sarah W. Matthews

TRADEMARK REEL: 008078 FRAME: 0959

SIGNATURE:	/Sarah W Matthews/	
DATE SIGNED:	05/19/2023	
Total Attachments: 4		
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RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST ("Release") is made and effective as of April <u>7</u>, 2023 and granted by Texas Capital Bank, formerly Texas Capital Bank, N.A. ("Secured Party"), in favor of For Bare Feet, LLC, a Colorado limited liability company (the "Grantors") and its successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Credit Agreement dated as of December 27, 2018 (the "Loan Agreement") among the Grantor and the Secured Party, the Grantor executed and delivered to the Secured Party (i) that certain Security Agreement by and between the Grantor and the Secured Party, dated as of December 27, 2018 (the "Master Security Agreement") and (ii) that certain Trademark Security Agreement by and between the Grantor and the Secured Party dated as of December 27, 2018 (the "Trademark Security Agreement" and, together with the Master Security Agreement, the "Security Agreements");

WHEREAS, pursuant to the Security Agreements, the Grantor pledged and granted to the Secured Party a security interest in and to all of the right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office; and

WHEREAS, the Grantor has requested that the Secured Party enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Secured Party may have in the Trademark Collateral pursuant to the Security Agreements.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party hereby states as follows:

- 1. Release of Security Interest. Secured Party hereby terminates the Trademark Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreements in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under the following (collectively, the "Trademark Collateral"):
 - (a) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, whether registered or unregistered, including the trademark registrations and applications set forth in <u>Schedule 1</u> hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof ("Trademarks");
 - (b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
 - (c) 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

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- (d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. <u>Further Assurances</u>. Secured Party agrees at the Grantor's expense, to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.
- 3. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Secured Party has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

TEXAS CAPITAL BANK, a Texas state bank, formerly known as Texas Capital Bank, National Association

as Secured Party

Name: Alan Wray

Title: Senior Vice President

Address for Notices:

Texas Capital Bank

2000 McKinney Avenue, Suite 500

Dallas, Texas 75201

SCHEDULE 1

TRADEMARKS

Trademark	Owner	Serial No./ Registration No.	Filing/ Registration Date	Status
FBF	For Bare Feet, LLC	88197346/5894659	Registered October 29, 2019	Registered, Live
SPORTSWEAR	For Bare Feet, LLC	88197390/5894660	Registered October 29, 2019	Registered, Live
	For Bare Feet, LLC	88197405/5894661	Registered October 29, 2019	Registered, Live
Bartiell College	For Bare Feet, LLC	88210759/5900837	Registered November 5, 2019	Registered, Live
AKIV	For Bare Feet, LLC	88197425/6061605	Registered May 26, 2020	Registered, Live
FOR BARE FEET TOO	For Bare Feet, LLC	88197436/5900813	Registered November 5, 2019	Registered, Live
SMELL MY FEET	For Bare Feet, LLC	88566994/6208630	Registered December 1, 2020	Registered, Live
BUG-ARMOR	For Bare Feet, LLC	88566987/6584023	Registered December 7, 2021	Registered, Live

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