

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM814594

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wilmington Trust, National Association		06/01/2023	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ExcelAire LLC		
<b>Street Address:</b>	400 Madison Avenue, Suite 11B		
<b>Internal Address:</b>	c/o Hawthorne FBO Acquisition Co. - Attention: Chris Beall		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3506935	EXCELAIRE	
<b>Registration Number:</b>	3582034	EXCELAIRE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2122919868		
<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>			
<b>Phone:</b>	(212) 558-4229		
<b>Email:</b>	demarcor@sullcrom.com, nguyenb@sullcrom.com		
<b>Correspondent Name:</b>	Raffaele A. DeMarco		
<b>Address Line 1:</b>	125 Broad Street		
<b>Address Line 2:</b>	Sullivan & Cromwell LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10004		
<b>ATTORNEY DOCKET NUMBER:</b>	024950.00001 (RAD)		
<b>NAME OF SUBMITTER:</b>	Raffaele A. DeMarco		
<b>SIGNATURE:</b>	/Raffaele A. DeMarco/		
<b>DATE SIGNED:</b>	06/01/2023		
<b>Total Attachments: 4</b>			
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**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of June 1, 2023 (the “Effective Date”), is made by Wilmington Trust, National Association, in its capacity as collateral agent for the Secured Creditors (in such capacity, together with its successors and permitted assigns in such capacity, the “Collateral Agent”), in favor of ExcelAire LLC (the “Grantor”).

WHEREAS, pursuant to that certain Guaranty and Security Agreement, dated as of March 15, 2022, by and among the Collateral Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantor granted to the Collateral Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of March 15, 2022 (the “Trademark Security Agreement”), for recording with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on March 16, 2022 at Reel/Frame 7661/0457.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
2. Release. The Collateral Agent, on behalf of the Secured Creditors, without representation or warranty of any kind, hereby irrevocably releases, discharges, terminates and cancels all of its security interest in all of the Grantor’s right, title and interest, wherever located, in, to and under: (i) all Trademarks constituting Collateral owned by such Grantor, including the Trademarks listed on Schedule I hereto that are registered, or subject to an application for registration, in the United States Patent and Trademark Office; (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (d) the right to sue for past, present and future infringement, dilution or violation of any of the foregoing or for any injury to goodwill; and (e) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit, in each case of (a)-(e), not including any Excluded Asset or the security interests attached thereto.
3. Counterparts. This Release may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Release by telecopier or other electronic means shall be effective as delivery of a manually executed counterpart of this Release. The words “execution,” “signed,” “signature,” and words of like import in this Release shall be deemed to include various electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any Applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

4. Governing Law. This Release and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release shall be governed by, and shall be construed in accordance with, the laws of the State of New York, without regard to its conflict of laws provisions (other than Sections 5-1401 and 5-1402 of the General Obligations Law of the State of New York).

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**WILMINGTON TRUST, NATIONAL  
ASSOCIATION, acting in its capacity as  
Collateral Agent**

By:  \_\_\_\_\_  
Name: Jeff Marvel  
Title: Assistant Vice President

**SCHEDULE 1**

**TRADEMARKS**

	<b>Owner</b>	<b>Trademark</b>	<b>Serial No. Filing Date</b>	<b>Reg. No. Reg. Date</b>
1.	EXCELAIRE LLC	EXCELAIRE	76687000 02/21/2008	3506935 09/30/2008
2.	EXCELAIRE LLC	EXCELAIRE and Design	76687001 02/21/2008	3582034 03/03/2009