

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM817943

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Intellectual Property		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PNC Bank, National Association		05/16/2023	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	American Textile Company, Incorporated		
Street Address:	10 North Linden Street		
City:	Duquesne		
State/Country:	PENNSYLVANIA		
Postal Code:	15110		
Entity Type:	Corporation: PENNSYLVANIA		
Name:	American Textile Company, Incorporated		
Street Address:	10 North Linden Street		
City:	Duquesne		
State/Country:	PENNSYLVANIA		
Postal Code:	15110		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5175633	AMERIFILL A DIVISION OF AMERICAN TEXTILE	
Registration Number:	4933497	COMFORTSHAPER	
Registration Number:	5013381	COZY COMFORT	
Registration Number:	5148788	RESTRIGHT	
Registration Number:	5017255	THERMALSENSE	
Registration Number:	4893396	WARMZONE	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<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:	2027395866		
Email:	felicia.gordon@morganlewis.com		
Correspondent Name:	Morgan, Lewis & Bockius LLP		

CH \$165.00 5175633

Address Line 1: 1111 Pennsylvania Avenue, NW
Address Line 4: Washington, D.C. 20004

ATTORNEY DOCKET NUMBER: 058438.14.0939

NAME OF SUBMITTER: Felicia D. Gordon

SIGNATURE: /Felicia D. Gordon/

DATE SIGNED: 06/16/2023

Total Attachments: 3

source=Release of IP Security Interest (Recorded Dec-28-2016)#page1.tif

source=Release of IP Security Interest (Recorded Dec-28-2016)#page2.tif

source=Release of IP Security Interest (Recorded Dec-28-2016)#page3.tif

RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST (“Release”) is made effective as of the signature date below and granted by PNC BANK, NATIONAL ASSOCIATION (the “Administrative Agent”), as Administrative Agent for the secured parties under the Credit Agreement referred to below (the “Secured Parties”), in favor of AMERICAN TEXTILE COMPANY, INCORPORATED, a Pennsylvania corporation, and AMERICAN TEXTILE COMPANY, INCORPORATED, a Delaware corporation (collectively, the “Pledgors”), and their successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Credit Agreement dated as of August 20, 2013 (the “Credit Agreement”) by and among the Pledgors, the Administrative Agent, the Lenders, and the Guarantors who were parties thereto, the Pledgors executed and delivered to the Administrative Agent that certain “Patent, Trademark and Copyright Security Agreement” also dated as of August 20, 2013, by and among the Pledgors and the Administrative Agent (the “IP Security Agreement”), and certain other security agreements related to the IP Collateral (as defined below) in connection with the Credit Agreement (collectively, the “Security Agreements”);

WHEREAS, pursuant to the Security Agreements, the Pledgors pledged and granted to the Administrative Agent for the benefit of the Secured Parties a security interest in and to all of the right, title and interest of such Pledgor in, to and under the IP Collateral;

WHEREAS, the IP Security Agreement was recorded on December 28, 2016, with the United States Patent and Trademark Office, at Reel 005952, Frame 0328; and

WHEREAS, the Pledgors have requested that the Administrative Agent enter into this Release in order to effectuate, evidence and record the release and reassignment to the Pledgors of any and all right, title and interest the Administrative Agent and the Secured Parties may have in the IP Collateral pursuant to the Security Agreements.

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

1. Release of Security Interest. Administrative Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, hereby terminates the IP 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 Pledgors, and reassigns to the Pledgors any and all right, title and interest that it may have, in, to and under the following (collectively, the “IP Collateral”):

(a) any and all patents, patent applications and other patent rights and any other governmental authority-issued indicia of invention ownership, including but not limited to the patents and patent applications listed in Schedule 1 hereto, and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto, and any predecessors thereof providing a priority claim basis therefor (the “Patents”);

(b) 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 but not limited to the trademark registrations and applications set forth in Schedule 2 hereto, together with the

goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof (the "Trademarks");

(c) all rights of any kind whatsoever of Pledgors accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) 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

(e) 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. Further Assurances. Administrative Agent agrees, at the Pledgors' expense, to take all further actions, and to provide to the Pledgors and their 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 Pledgors and their 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 Commonwealth of Pennsylvania, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction).

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

PNC BANK, NATIONAL ASSOCIATION
as Administrative Agent

Signature: 

Printed Name: CHRISTOPHER HEARN


Title: VICE PRESIDENT

Date: 5/16/2023

SCHEDULE 1 - PATENTS

Country	Title	App. No./Reg. No.	App. Date/Reg. Date
United States	ROTARY PILLOW WHOMPER	9,468,318	October 18, 2016
United States	MATTRESS PROTECTOR WITH IMPROVED MOISTURE MANAGEMENT AND BED BUG CONTAINMENT	15/189,113 / 10,524,583	June 22, 2016 / January 7, 2020

SCHEDULE 2 – TRADEMARKS

Country	Mark	App. No./Reg. No.	App. Date/Reg. Date
United States	AMERIFILL A DIVISION OF AMERICAN TEXTILE	5,175,633	April 4, 2017
United States	COMFORTSHAPER	4,933,497	April 5, 2016
United States	COZY COMFORT	5,013,381	August 2, 2016
United States	RESTRIGHT and Design 	5,148,788	February 28, 2017
United States	THERMALSENSE	5,017,255	August 9, 2016
United States	WARMZONE	4,893,396	January 26, 2016