

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM829602

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Intellectual Property		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hilldun Corporation		08/01/2023	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	GL Concepts LLC		
Street Address:	60 West 23rd Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4750312	GOODLIFE	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	8007130755		
Email:	jade.tanks@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Timothy R. O'Brien		
SIGNATURE:	/Timothy R. O'Brien/		
DATE SIGNED:	08/04/2023		
Total Attachments: 5			
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OP \$40.00 4750312

RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

August 1, 2023

WHEREAS, pursuant to that certain Discount Factoring Agreement, dated as of September 24, 2014 (the "**Factoring Agreement**"), GL Concepts LLC, a Delaware limited liability company ("**Grantor**"), granted in favor of Hilldun Corporation, a New York corporation (together with its successors, participants and assigns, "**Lender**"), a security interest to Lender in all of the Intellectual Property (as defined below), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, the Intellectual Property (the "**Collateral**"); and

WHEREAS, Grantor has requested and Lender has agreed to provide this Release of Security Interest to confirm the release, relinquishment and discharge of its security interest in the Collateral, including without limitation, in all the Intellectual Property.

NOW, THEREFORE, in consideration of the foregoing, intending to be legally bound and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Lender hereby agrees as follows:

1. **Release of Security Interest.** Lender hereby (i) terminates, releases, relinquishes and discharges its security interest in all of Grantor's intellectual property, including but not limited to, all of Grantor's now existing or here after acquired right, title, and interest in and to: (a) all trademarks, tradenames, tradestyles and service marks; all prints and labels on which said trademarks, trade names, tradestyles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; all applications, registrations and recordings relating to the foregoing in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other countries, and all reissues, extensions and renewals thereof; (b) all goodwill of the business symbolized by any of the Intellectual Property, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Intellectual Property; (c) Grantor's right to sue for the past and present and future infringements thereof and all future infringements thereof; (d) all rights of Grantor corresponding thereto throughout the world; (e) all proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Grantor against third parties for past or future infringement of the Intellectual Property; and (f) all related intellectual intangibles; (paragraphs (a) to (f) collectively the "**Intellectual Property**") and (ii) reassigns, transfers and conveys to the Grantor any right, title and interest of Lender, pursuant to the Factoring Agreement, in the Collateral, including without limitation, in all the Intellectual Property, in each case, without recourse or representation or warranty, express or implied, of any kind.

2. **Authorization.** Lender hereby authorizes Grantor or its designees to file the UCC financing statement amendment attached hereto as **Exhibit A**.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Release of Security Interest in the Collateral, including without limitation, in all Intellectual Property to be duly executed as of the date first written above.

HILLDUN CORPORATION


By: 
Name: Joshua W. Kapelman
Title: EVP and Managing Director

Exhibit A

See attached.

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
Timothy O'Brien c-o Otterbourg P.C. 230 Park Avenue New York, NY 10169

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER

20213532968 05/06/2021

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS

Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. **PARTY INFORMATION CHANGE:**

Check one of these two boxes:

AND Check one of these three boxes to:

This Change affects Debtor or Secured Party of record CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ADD name: Complete item 7a or 7b, and item 7c DELETE name: Give record name to be deleted in item 6a or 6b

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR 6b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

8. **COLLATERAL CHANGE:** Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral

Indicate collateral:

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)

If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME

HILLDUN CORPORATION

OR 9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10. **OPTIONAL FILER REFERENCE DATA:**

File with: **Delaware - Secretary of State Debtor: GL CONCEPTS LLC Hilldun/GL Concepts**

TRADEMARK

RECORDED: 08/04/2023

REEL: 008156 FRAME: 0867