

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM834789

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Second Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GOLDMAN SACHS BANK USA, as collateral agent		08/24/2023	Chartered Bank: NEW YORK
RECEIVING PARTY DATA			
Name:	VICTOR STANLEY, LLC		
Street Address:	544 Chestnut Street		
City:	Chattanooga		
State/Country:	TENNESSEE		
Postal Code:	37402		
Entity Type:	Limited Liability Company: MARYLAND		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4730278	VICTOR STANLEY	
Registration Number:	4863656	CREATE A TIMELESS MOMENT	
Registration Number:	3293213	VICTOR STANLEY INC	
Registration Number:	2822697	2ND SITE SYSTEMS	
Registration Number:	1603800	IRONSITES	
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<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:	2028357500		
Email:	dcip@milbank.com		
Correspondent Name:	Javier J. Ramos, Esq.		
Address Line 1:	1850 K Street, NW, Suite 1100		
Address Line 2:	Milbank, LLP		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	30045.98048		
NAME OF SUBMITTER:	Javier J Ramos		
SIGNATURE:	/Javier J. Ramos/		
DATE SIGNED:	08/27/2023		

CH \$140.00 4730278

Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (TRADEMARK)

This **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY** (the “Release”) is made as of August 24, 2023, by **GOLDMAN SACHS BANK USA**, as collateral agent for the Secured Parties (as defined in the Security Agreement referred to below) (in such capacity, the “Collateral Agent”), in favor of **VICTOR STANLEY, LLC**, a Maryland limited liability company (the “Grantor”).

WITNESSETH

WHEREAS, pursuant to (i) that certain Second Lien Pledge and Security Agreement, dated as of September 29, 2017, by and among the grantors party thereto and the Collateral Agent (as heretofore amended, supplemented or otherwise modified, the “Security Agreement”); (ii) that certain Second Lien Trademark Security Agreement, dated as of September 29, 2017, by and between Grantor and Collateral Agent, (the “Second Lien Trademark Security Agreement”); and (iii) that certain Second Lien Trademark Security Agreement Supplement, dated as of January 24, 2023, by and between Collateral Agent and the Grantor (the “Second Lien Trademark Security Agreement Supplement”, and together with the Second Lien Trademark Security Agreement, the “Intellectual Property Security Agreement”); all capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Intellectual Property Security Agreement), the Grantor granted the Collateral Agent a continuing security interest in all of Grantor’s right, title and interest in, to and under certain Intellectual Property Collateral (as defined in the Security Agreement), including, without limitation, the Trademark Collateral (as defined below) and the trademark (the “Trademarks”) identified on Schedule A attached hereto (the “IP Security Interests”);

WHEREAS, the Second Lien Trademark Agreement Supplement was recorded with the United States Patent and Trademark Office on March 31, 2023 at Reel 8029, Frame 0115;

WHEREAS, the Grantor has satisfied in full the terms of the Security Agreement and Intellectual Property Security Agreement and requests a termination and release of the IP Security Interests and the Trademark Collateral, including without limitation, the Trademarks; and

WHEREAS, the Collateral Agent, on behalf of itself and the Secured Parties, desires to terminate and grant a termination and release of the IP Security Interests and the Trademark Collateral, including without limitation, the Trademarks, as provided in this Release.

NOW THEREFORE, for good and valuable consideration previously tendered by the Grantor, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, on behalf of itself and the Secured Parties, does hereby agree as follows:

1. Collateral Agent, on behalf of itself and the Secured Parties, their successors, legal representatives, and assigns, hereby (a) terminates the Intellectual Property Security Agreement as to the Grantor, (b) releases, relinquishes, terminates and discharges the IP Security Interests in their entirety as to the Grantor, (c) waives and relinquishes all its rights, powers, privileges, and remedies with respect to the Grantor and its successors and assigns for all covenants, obligations, liabilities, and warranties, in association with the IP Security Interests, and (d) reassigns to the Grantor any and all right, title and interest of any nature whatsoever which it may hold in or to any of the following (the “Trademark Collateral”):
 - a. any and all trademarks (including service marks), common law marks, trade names, trade dress, domain names and logos, slogans and other indicia of origin under the laws of any jurisdiction in the world, and the registrations and applications for registration thereof (including but not limited to the Trademarks); and the goodwill of the business connected with the use of and symbolized by the foregoing;

- b. all renewals of the foregoing;
- c. all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims and payments for past, present and future infringements or dilutions thereof;
- d. all rights to sue for past, present, and future infringements or dilutions of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing;
- e. all rights corresponding to any of the foregoing.

In each case (a)-(e), excluding any items constituting Excluded Assets (as defined in the Security Agreement) and/or otherwise expressly limited or excluded by the Collateral and Guarantee Requirements (as defined in the Security Agreement).

2. The Collateral Agent, on behalf of itself and the Secured Parties, authorizes the United States Patent and Trademark Office and any other applicable governmental authority to record this Release.

3. At the request and sole expense of Grantor, Collateral Agent, on behalf of itself and the Secured Parties, agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions necessary to carry out the purposes of this Release.

[Signature page follows]

IN TESTIMONY WHEREOF, the Collateral Agent has executed this Release by its proper officer thereunto duly authorized.

GOLDMAN SACHS BANK USA, as Collateral Agent


By: 

Authorized Signatory

Schedule A

[see attached]

Trademark Schedule

Trademark	Reg. No.	Reg. Date	Owner
VICTOR STANLEY 	4730278	05-MAY-2015	VICTOR STANLEY,LLC
CREATE A TIMELESS MOMENT	4863656	01-DEC-2015	VICTOR STANLEY,LLC
VICTOR STANLEY INC	3293213	18-SEP-2007	VICTOR STANLEY,LLC
2ND SITE SYSTEMS	2822697	16-MAR-2004	VICTOR STANLEY,LLC
IRONSITES	1603800	26-JUN-1990	VICTOR STANLEY,LLC