

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM840739

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademark Rights		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fifth Third Bank, National Association		08/22/2023	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Radio Systems Corporation		
Street Address:	10427 Petsafe Way		
City:	Knoxville		
State/Country:	TENNESSEE		
Postal Code:	37932		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3541317	MANNERSMINDER	
CORRESPONDENCE DATA			
Fax Number:	2129096836		
<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:	212-909-6000		
Email:	trademarks@debevoise.com		
Correspondent Name:	Yae Rin Kim, Esq.		
Address Line 1:	66 Hudson Boulevard		
Address Line 2:	Debevoise & Plimpton LLP		
Address Line 4:	New York, NEW YORK 10001		
NAME OF SUBMITTER:	Yae Rin Kim		
SIGNATURE:	/Yae Rin Kim/		
DATE SIGNED:	09/20/2023		
Total Attachments: 4			
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source=TM_Term Release Security Interest Trademark Rights_ Fifth Third (2020)EXECUTED#page2.tif			
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**TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (the “Termination and Release”) dated as of August 22, 2023, from FIFTH THIRD BANK, NATIONAL ASSOCIATION, as Collateral Agent (the “Agent”) in favor of Radio Systems Corporation, a Delaware corporation (the “Grantor”).

WITNESSETH:

WHEREAS, pursuant to that certain ABL Loan Guarantee and Collateral Agreement, dated as of July 1, 2020, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”), the Grantor granted to the Agent, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in certain collateral, including the trademark set forth on Schedule A attached hereto and all related goodwill associated with such trademark and applications and registrations from such trademark (such trademark set forth on Schedule A attached hereto and all related goodwill associated therewith and applications and registrations therefrom collectively, the “Trademark”);

WHEREAS, pursuant to that certain ABL Notice and Confirmation of Grant of Security Interest in Trademark, dated as of July 1, 2020 among, *inter alios*, the Agent and the Grantor (the “Trademark Security Agreement”), the Grantor, by reference to the Security Agreement, reaffirmed its intent to grant the Security Interest to the Agent specifically in certain Intellectual Property, including the Trademark set forth on Schedule A hereto;

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on July 1, 2020 at Reel 006986 and Frame 0931; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark listed on Schedule A hereto (but not any other Trademark Collateral or other Collateral);

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. Capitalized terms used in this Termination and Release and not otherwise defined herein have the meanings specified in the Trademark Security Agreement or the Security Agreement, as applicable.

2. Release of Security Interest. The Agent hereby terminates, releases and discharges, without recourse, representation or warranty, its Security Interest solely in the Trademark listed on Schedule A hereto (but not any other Trademark Collateral or other Collateral), and any right, title or interest of the Agent in such Trademark shall hereby cease and become void.


3. Counterparts. This Termination and Release may be executed in counterparts (including by telecopy or electronic (i.e., “pdf”) transmission), each of which will be deemed an original, but all of which together constitute one and the same original.

4. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

FIFTH THIRD BANK, NATIONAL ASSOCIATION

By: 
Name: Mark Gallagher
Title: Vice President

SCHEDULE A

Trademark Registrations

Trademark	Jurisdiction / Country	Registration No.	Registration Date	Serial No.	Filing Date	Owner
MannersMinder	United States	3,541,317	12/2/2008	77278966	9/13/2007	Radio Systems Corporation

TRADEMARK

REEL: 008200 FRAME: 0657