CH \$90.00 5905

ETAS ID: TM840804

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

tylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Termination and Release of Security Interest in Trademark Rights

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Victory Park Management, LLC		08/21/2023	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Homelife, LLC	
Street Address:	667 Boylston Street	
City: Boston		
State/Country:	MASSACHUSETTS	
Postal Code:	02116	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	5905094	PET UNION
Registration Number:	6615959	ABFLEX
Registration Number:	5411553	BELLANAILS

CORRESPONDENCE DATA

Fax Number: 2129096836

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.

Phone: 212-909-6000

Email: trademarks@debevoise.com

Correspondent Name: Max Lovrin, Esq.

Address Line 1: 66 Hudson Boulevard

Address Line 2: Debevoise & Plimpton LLP

Address Line 4: New York, NEW YORK 10001

NAME OF SUBMITTER:	Max Lovrin
SIGNATURE:	/Max Lovrin/
DATE SIGNED:	09/20/2023

Total Attachments: 3

source=VPM - Perch - Trade Mark Release Final Executed 082123#page1.tif source=VPM - Perch - Trade Mark Release Final Executed 082123#page2.tif

TRADEMARK REEL: 008203 FRAME: 0747

900801712

source=VPM - Perch - Trade Mark Release Final Executed 082123#page3.tif

TRADEMARK REEL: 008203 FRAME: 0748

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (the "<u>Termination and Release</u>") dated as of August 21, 2023, from VICTORY PARK MANAGEMENT, LLC, as Collateral Agent (the "<u>Agent</u>") in favor of Homelife, LLC, a Delaware limited liability company (the "Grantor").

WITNESSETH:

WHEREAS, pursuant to that certain Pledge and Security Agreement, dated as of October 15 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 PET UNION, ABFLEX and BELLANAILS trademarks set forth on Schedule A attached hereto and all related goodwill associated with such trademarks and applications and registrations from such trademarks (such trademarks set forth on Schedule A attached hereto and all related goodwill associated therewith and applications and registrations therefrom collectively, the "Trademarks");

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of September 30, 2022, among, *inter alios*, the Agent and the Grantor (the "<u>Trademark Security Agreement</u>"), 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 Trademarks 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 October 3, 2023 at Reel 7859 and Frame 0355; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademarks (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. <u>Definitions</u>. 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. <u>Release of Security Interest</u>. The Agent hereby terminates, releases and discharges, without recourse, representation or warranty, its Security Interest solely in the Trademarks (but not any other Trademark Collateral or other Collateral), and any right, title or interest of the Agent in such Trademarks shall hereby cease and become void.
- 3. <u>Counterparts</u>. 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. <u>Further Assurances</u>. 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.

TRADEMARK
REEL: 008203 FRAME: 0749

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

VICTORY PARK MANAGEMENT, LLC

By: Name:

Scott Zemnick Manager

Title:

TRADEMARK REEL: 008203 FRAME: 0750

SCHEDULE A

<u>Trademark Registration(s)</u>

Country	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date	Owner
United	PET	88239404	December	5905094	November	Homelife
States of	UNION		21, 2018		5, 2019	LLC
America						
United	ABFLEX	88756215	January 13,	6615959	January 11,	Homelife
States of			2020		2022	LLC
America						
United	BELLANAI	87525551	July 12,	5411553	February	Homelife
States of	LS		2017		27, 2018	LLC
America						

RECORDED: 09/20/2023

TRADEMARK
REEL: 008203 FRAME: 0751