

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM847506

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cerberus CB IP LLC		10/16/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Kimberly LLC		
Street Address:	P.O. BOX 189		
City:	Bedford Hills		
State/Country:	NEW YORK		
Postal Code:	10507		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5318929	ADJUSTABLE COMFORT	
Registration Number:	5670951	ADJUSTABLE COMFORT AFFORDAMATIC	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	trademarks@fenwick.com		
Correspondent Name:	Fenwick & West LLP c/o Karen A. Webb		
Address Line 1:	801 California Street		
Address Line 2:	Silicon Valley Center		
Address Line 4:	Mountain View, CALIFORNIA 94041-1990		
NAME OF SUBMITTER:	Matthew S. Slevin		
SIGNATURE:	/Matthew S. Slevin/		
DATE SIGNED:	10/20/2023		
Total Attachments: 4			
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PARTIAL RELEASE OF TRADEMARK SECURITY AGREEMENT

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of November 25, 2022 (the “**Trademark Security Agreement**”), recorded in the United States Patent and Trademark Office (“**USPTO**”) at Reel 7958, Frame 0357 on November 25, 2022, Kimberly LLC (“**Grantor**”), among other things, pledged, conveyed, sold, assigned, transferred, set over unto and granted to Cerberus CB IP LLC (“**Grantee**”), a continuing security interest in all right, title and interest of the Grantor in, to and under the trademarks and service marks listed on the attached Schedule A (the “**Released Trademarks**”), together with, among other things, the good-will of the business symbolized by the Released Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (together with the Released Trademarks, the “**Released Collateral**”) to secure the prompt payment, performance and observance of the Secured Obligations.

WHEREAS, Grantor has requested that the Grantee release its liens in the Released Collateral and, pursuant to this Partial Release of Trademark Security Agreement, confirm the release, relinquishment and discharge of the Grantee’s continuing security interest in the Released Collateral.


NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, the undersigned hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement.
2. Release of Security Interest in the Released Collateral. The Grantee, without any representation and warranty and without any recourse, releases, relinquishes and discharges its continuing security interest, and any other interest of any kind, in the Released Collateral. For the avoidance of doubt, upon the effective time hereof, the Released Collateral shall no longer constitute “Collateral”, and the Released Trademarks shall no longer constitute “Trademarks”, in each case within the meaning of the Trademark Security Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the undersigned has caused this Partial Release of Trademark Security Agreement to be duly executed as of October 16, 2023.

CERBERUS CB IP LLC

By: 

Name: Joseph Naccarato

Title: Senior Managing Director

[Signature Page to Partial Release of Trademark Security Agreement]

TRADEMARK
REEL: 008234 FRAME: 0048

Mark	Registration Date	Registration Number	Serial Number
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]