

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM860470

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FIFTH THIRD BANK		12/12/2023	National Banking Association: ILLINOIS
RECEIVING PARTY DATA			
Name:	ARMORED REPUBLIC HOLDINGS, LLC		
Street Address:	17431 North Black Canyon Hwy		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85023		
Entity Type:	Limited Liability Company: ARIZONA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5699397	ARMORED REPUBLIC	
Registration Number:	6142109	ARMORED REPUBLIC	
Registration Number:	6130581	ARMORED REPUBLIC	
Registration Number:	5903581	ARMORED REPUBLIC	
Registration Number:	4916397	AR500 ARMOR	
Registration Number:	4410567	AR500 ARMOR	
Registration Number:	6211434	STAY IN THE FIGHT	
Registration Number:	4491215		
CORRESPONDENCE DATA			
Fax Number:	3038660200		
<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:	303-866-0269		
Email:	anne.scholl@bclplaw.com		
Correspondent Name:	Anne Scholl		
Address Line 1:	1700 Lincoln Street, Suite 4100		
Address Line 4:	Denver, COLORADO 80203		
ATTORNEY DOCKET NUMBER:	1031201.000129		
NAME OF SUBMITTER:	Anne Scholl		

CH \$215.00 5699397

SIGNATURE:	/Anne Scholl/
DATE SIGNED:	12/12/2023
Total Attachments: 6 source=53_Armored Republic - Termination and Release of Intellectual Property Security Agreement#page1.tif source=53_Armored Republic - Termination and Release of Intellectual Property Security Agreement#page2.tif source=53_Armored Republic - Termination and Release of Intellectual Property Security Agreement#page3.tif source=53_Armored Republic - Termination and Release of Intellectual Property Security Agreement#page4.tif source=53_Armored Republic - Termination and Release of Intellectual Property Security Agreement#page5.tif source=53_Armored Republic - Termination and Release of Intellectual Property Security Agreement#page6.tif	

**TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENTS**

This **TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENTS** (this “**Termination and Release**”) is made effective as of December 12, 2023, by FIFTH THIRD BANK, NATIONAL ASSOCIATION (“**Secured Party**”), in favor of **ARMORED REPUBLIC HOLDINGS, LLC**, an Arizona limited liability company (the “**Grantor**”). Capitalized terms used but not defined herein shall have the meanings specified in the IP Security Agreements (as defined below).

WHEREAS, the Grantor entered into a Trademark Security Agreement, dated as of November 12, 2021, with Secured Party (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Trademark Security Agreement**”) pursuant to which the Grantor granted a security interest in Grantor’s Trademark Collateral (as defined in the Trademark Security Agreement). The Trademark Security Agreement was recorded with the United States Patent and Trademark Office (“**USPTO**”) on December 6, 2021, at Reel 7520, Frame 0859;

WHEREAS, the Grantor entered into a Patent Security Agreement, dated as of November 12, 2021, with Secured Party (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Patent Security Agreement**” and together with the Trademark Security Agreement, the “**IP Security Agreements**”, and each an “**IP Security Agreement**”) pursuant to which the Grantor granted a security interest in Grantor’s Patent Collateral (as defined in the Patent Security Agreement). The Patent Security Agreement was recorded with the United States Patent and Trademark Office (“**USPTO**”) on July 5, 2022, at Reel 060396, Frame 0277;

WHEREAS, the Grantor has requested that the Secured Party hereby terminate, release and discharge fully its security interests in and liens on all right, title and interest of the Grantor in, to and under all of the Trademark Collateral and the Patent Collateral (collectively, the “**IP Collateral**”) as herein provided; and

WHEREAS, the Grantor has requested that the Secured Party provide a document suitable for recording with the USPTO to evidence the release of the Secured Party’s security interests in and liens on the IP Collateral as herein provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party hereby:

1. fully and irrevocably, without further action, terminates the Trademark Security Agreement and releases, terminates and discharges all liens and security interests in the Grantor’s right, title and interest in, to and under (i) the Trademark Collateral, including without limitation those trademarks, service marks, trademark registrations, service mark registrations, trademark applications, and service mark applications identified in Schedule I hereto, (ii) all proceeds and products of the Trademark Collateral, (iii) all goodwill of the businesses with which the Trademark Collateral is associated, and (iv) all causes of action arising prior to or after the date hereof for infringement of any Trademark Collateral or unfair competition regarding the same;

2. fully and irrevocably, without further action, terminates the Patent Security Agreement and releases, terminates and discharges all liens and security interests in the Grantor's right, title and interest in, to and under (i) the Patent Collateral, including without limitation the patents, patent applications, and patent licenses identified in Schedule II hereto, (ii) all proceeds and products of the Patent Collateral, (iii) all goodwill of the businesses with which the Patent Collateral is associated, and (iv) all causes of action arising prior to or after the date hereof for infringement of any Patent Collateral or unfair competition regarding the same;
3. assigns, transfers and conveys to the Grantor any interest in all of the foregoing, including any lien and security interest thereof; and
4. authorizes and requests that this Termination and Release be recorded with the USPTO.

[Signature page follows]

IN WITNESS WHEREOF, FIFTH THIRD BANK, NATIONAL ASSOCIATION has caused this Termination and Release to be executed by its duly authorized officer as of the date above first written.

SECURED PARTY


FIFTH THIRD BANK, NATIONAL
ASSOCIATION

By: Clifton Moschnik
Print Name: Clifton Moschnik
Title: Senior Director

SCHEDULE I

TRADEMARKS

Trademark	Reg. No.	Reg. date	Goods/Services	Jurisdiction	Owner
ARMORED REPUBLIC	5699397	3/12/2019	IC 9 – Body Armor; Protective load bearing vests reinforced with ballistic armor for holding tactical equipment; Hard plate personal body armor	United States	Armored Republic LLC
ARMORED REPUBLIC	6142109	9/1/2020	IC 9 - Protective ballistic resistant and blast resistant body armor.	United States	Armored Republic LLC
ARMORED REPUBLIC	6130581	8/18/2020	IC 35 - On-line retail store services featuring body armor, ballistic resistant and blast resistant body armor, hard plate personal body armor, emergency medical kits, personal defense items consisting of holsters, pouches for holding pistol and rifle magazines, backpacks capable of holding hard plate personal body armor, and rifle slings.	United States	Armored Republic LLC
ARMORED REPUBLIC	5903581	11/5/2019	IC 9. Backpacks designed primarily to hold hard plate personal body armor. IC 13. Rifle slings.	United States	Armored Republic LLC
AR500 ARMOR	4916397	3/15/2016	IC 35. On-line retail store services featuring body armor, ballistic resistant and blast resistant body armor, hard plate personal body armor, emergency medical kits, personal defense items consisting of stun guns, flashlights, and holsters, pouches for holding pistol and rifle magazines, backpacks capable of holding hard plate personal body armor, and rifle slings.	United States	Armored Republic LLC
AR500 ARMOR	4410567 IR 1346079, 1355306	10/1/2013	IC 9. Ballistic resistant and blast resistant body armor ((and clothing)); Body armor; Hard plate personal body armor.	United States	Armored Republic LLC
STAY IN THE FIGHT	6211434	12/1/2020	IC 9 - Ballistic resistant and blast resistant body armor; Protective	United States	Armored Republic LLC

			ballistic resistant and blast resistant body armor; Protective load bearing vests reinforced with ballistic armor for holding tactical equipment.		
	4491215	3/4/2014	IC 9 - Ballistic resistant and blast resistant body armor [and clothing] ; Body armor; Hard plate personal body armor	United States	Armored Republic LLC

SCHEDULE II

PATENTS

Patent No. (App. No.)	Issue Date/(File Date)	Juris.	Title	Owner
9,874,425 (14,677,309)	1/23/2018 (4/2/2015)	US	Asymmetric Body Armor	Armored Republic, LLC
9,021,612 (13,944,691)	5/5/2015 (7/17/2013)	US	Asymmetric Body Armor	Armored Republic, LLC