

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM854388

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Fleet Capital Corporation		06/09/2004	Corporation: RHODE ISLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Progressive International Corporation		
<b>Street Address:</b>	6111 South 228th Street		
<b>City:</b>	Kent		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98032		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1955619	PROGRESSIVE INTERNATIONAL	
<b>Registration Number:</b>	2105652	HEALTHY KITCHEN	
<b>Registration Number:</b>	2077816	HEALTHY COOKING	
<b>Registration Number:</b>	1173076	LIFESTYLE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3126095005		
<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>			
<b>Email:</b>	phack@vedderprice.com		
<b>Correspondent Name:</b>	Patricia Hack		
<b>Address Line 1:</b>	222 N. LaSalle Street, 24th Floor		
<b>Address Line 2:</b>	Vedder Price P.C.		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>NAME OF SUBMITTER:</b>	Patricia Hack		
<b>SIGNATURE:</b>	/Patricia Hack/		
<b>DATE SIGNED:</b>	11/17/2023		
<b>Total Attachments: 5</b>			
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June 9, 2004

Wells Fargo Business Credit, Inc.  
MAC P6101-144  
14th Floor  
1300 S.W. Fifth Avenue  
Portland, OR 97201

Progressive International Corporation  
6111 South 228<sup>th</sup> Street  
Kent, WA 98032

Re: Progressive International Corporation

Ladies and Gentlemen:

Wells Fargo Business Credit, Inc. ("you") have requested Fleet Capital Corporation, as a lender and as administrator and collateral agent ("us", "we" and words of like import), to accept from you payment in full of all indebtedness and liabilities of Progressive International Corporation (the "Borrower"), owing as of June 9, 2004 (the "Payoff Date") under the Amended and Restated Loan and Security Agreement, dated as of March 12, 1999 (as amended, extended, supplemented and otherwise modified from time to time) and certain related agreements and other documents (collectively, the "Loan Documents"), and to terminate our financing arrangement with and security interests in the collateral of the Borrower.

We are agreeable to doing so. The figure that we have compiled, with respect to the indebtedness and liabilities to us of the Borrower as of the Payoff Date is \$2,068,582.51 (the "Payoff Amount"). If Fleet Capital Corporation does not receive the Payoff Amount by 3:00 p.m. Hartford, Connecticut time on the Payoff Date, time being of the essence, interest will accrue and be payable after the Payoff Date at the rate of \$346.80 per day until payment is received.

Payment of the Payoff Amount on the Payoff Date, wired to us as follows:

Fleet National Bank  
Hartford, CT  
ABA Routing No. 011900571  
For Credit to: Fleet Capital NE Collections  
Reference: Progressive International Corporation  
Account #: 936-933-7579

will satisfy in full all of the indebtedness and liabilities to us of the Borrower. Upon our receipt of such sum, (1) all security interests and liens in the Borrower's assets created under or in

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**TRADEMARK**  
**REEL: 008288 FRAME: 0519**

connection with the Loan Documents shall automatically terminate and you will be authorized to terminate all financing statements naming Fleet Capital Corporation as secured party and Progressive International Corporation as debtor and (2) the Loan Documents will automatically terminate and be of no further force or effect.

We will execute such documents as you or the Borrower may reasonably request to release all such security interests and liens and evidence the termination of the Loan Documents (including, without limitation, the termination of the Total Credit Facility (as such term is defined in the Loan Documents)).

Notwithstanding anything to the contrary contained in this letter, Fleet Capital Corporation hereby reserves all of its rights with respect to any and all checks or similar instruments for payment of money heretofore received by it, or its affiliates, in connection with the arrangements with the Borrower, and all of its rights to any monies due, or to become due, under said checks or similar instruments and/or all of its claims thereon.

For and in consideration of Fleet Capital Corporation's agreements contained herein, the Borrower and Wells Fargo Business Credit, Inc. jointly and severally agree to indemnify Fleet Capital Corporation from, and hold Fleet Capital Corporation harmless against, all losses, liabilities, charges, expenses and fees (including reasonable attorneys' fees) (i) which Fleet Capital Corporation may incur as a result of any non-payment, claim, refund or charge back of any checks or other items which have been credited by Fleet Capital Corporation to the Borrower's accounts with Fleet Capital Corporation or its affiliates, together with all expenses and other charges incident thereto, and (ii) which Fleet Capital Corporation or its affiliates may have incurred, or may now or hereafter incur, in connection with the transactions contemplated by this letter which have not yet been reflected in the Borrower's loan account which the Borrower is, or may be, required to bear pursuant to the Loan Documents. The amount of any such losses, charges, fees, expenses or other liabilities for which Fleet Capital Corporation is hereinabove indemnified shall be paid to Fleet Capital Corporation promptly on Fleet Capital Corporation's demand therefor.

For and in consideration of Fleet Capital Corporation's agreements contained herein, the Borrower on its own behalf, and on behalf of its affiliates, hereby releases Fleet Capital Corporation, Fleet National Bank, and each of their respective officers, directors, representatives, employees, agents, attorneys and affiliates from any obligations to the Borrower or its affiliates for any liabilities, damages, costs or expenses relating to the Loan Documents or any transactions relating to the Loan Documents, and hereby agrees to indemnify Fleet Capital Corporation and Fleet National Bank and their affiliates from, and hold Fleet Capital Corporation and Fleet National Bank and their affiliates harmless against the same.

For and in consideration of the Borrower's agreements contained herein, Fleet Capital Corporation, on its own behalf, and on behalf of its affiliates, hereby releases the Borrower and its officers, directors, representatives, employees, agents, attorneys and affiliates from any obligations to Fleet Capital Corporation or its affiliates for any liabilities, damages, costs or expenses relating to the Loan Documents or any transactions relating to the Loan Documents (excluding those liabilities, damages, costs or expenses described in or contemplated

by this letter, but including, without limitation, any obligation of the Borrower to provide a notice of termination under any of the Loan Documents), and hereby agrees to indemnify the Borrower and its officers, directors, representatives, employees, agents, attorneys and affiliates from, and hold the Borrower and its officers, directors, representatives, employees, agents, attorneys and affiliates harmless against the same.

This letter shall be governed by and construed in accordance with the choice of law provisions of the Loan Documents.

**EACH PARTY HERETO WAIVES THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS LETTER OR THE TRANSACTIONS CONTEMPLATED HEREBY, IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY OF THE PARTIES AGAINST ANY OTHER PARTY, PARTICIPANT OR ASSIGNEE THEREOF, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS OR OTHERWISE.**

If you have any questions concerning this letter, please call Michael Haines, at (860) 952-6766.

Very truly yours,

FLEET CAPITAL CORPORATION




By: Michael S. Haines

Title: Vice President

Acknowledged:

Progressive International Corporation

By:  \_\_\_\_\_

Title:  \_\_\_\_\_

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