

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM865748

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest at R/F 1597/0143 1883/0792 2012/0258		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
KeyBank National Association		01/04/2024	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Watermill Express, LLC		
<b>Street Address:</b>	177 West Jessup		
<b>City:</b>	Brighton		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80601		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1651912	WATERMILL EXPRESS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128622200		
<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>Phone:</b>	3128622272		
<b>Email:</b>	carrie.rosenburg@kirkland.com		
<b>Correspondent Name:</b>	Carrie Rosenburg		
<b>Address Line 1:</b>	Kirkland and Ellis		
<b>Address Line 2:</b>	300 N LaSalle		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60654		
<b>ATTORNEY DOCKET NUMBER:</b>	50937-2		
<b>NAME OF SUBMITTER:</b>	Carrie Rosenburg		
<b>SIGNATURE:</b>	/Carrie Rosenburg/		
<b>DATE SIGNED:</b>	01/04/2024		
<b>Total Attachments: 3</b>			
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## RELEASE OF SECURITY INTEREST

This RELEASE OF SECURITY INTEREST (this "Release"), dated as of January 04, 2024 (the "Release Date") is made by KeyBank National Association ("Assignor"), in favor of Watermill Express, LLC, as successor to Watermill Express, Inc ("Assignee").

### WITNESSETH

WHEREAS, Assignor and Assignee are parties to that certain Patent, Copyright and Trademark Security Agreement, dated as of May 15, 1997 (as amended, amended and restated or otherwise modified, the "Security Agreement") whereby Assignee pledged and granted a security interest in certain Collateral (as defined in the Security Agreement) to Assignor to secure payment and performance of certain Assignee indebtedness, liabilities and obligations, including U.S. Trademark Registration No. 1,651,912 for the mark "WATERMILL EXPRESS" and the goodwill of the business connected with the use of and symbolized by such trademark (the "Trademark Collateral");

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office on June 9, 1997 at Reel/Frame No. 1597/0143;

WHEREAS, the Security Agreement was amended by that certain First Amendment to Patent, Copyright and Trademark Security Agreement dated March 29, 1999 and recorded with the United States Patent and Trademark Office on April 16, 1999 at Reel/Frame No. 1883/792;

WHEREAS, the Security Agreement was further amended by that certain Second Amendment to Patent, Copyright and Trademark Security Agreement dated September 30, 1999 and recorded with the United States Patent and Trademark Office on January 28, 2000 at Reel/Frame No. 2012/258; and

WHEREAS, Assignor and Assignee desire that Assignor terminate and release its security interest in, to, and under the Collateral, including the Trademark Collateral.

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

Assignor hereby terminates, releases and discharges fully and irrevocably its security interest in, to, and under the Collateral, including the Trademark Collateral, and reassigns and transfers any right, title, and interest that Assignor may have in the Collateral, including the Trademark Collateral, to Assignee.

Assignor hereby authorizes Assignee or Assignee's authorized representative to (a) record this Release with the United States Patent and Trademark Office, (b) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of Assignor in the Collateral, including the Trademark Collateral, and (c) otherwise record or file this Release in the applicable governmental office or agency. Assignor further agrees to execute and deliver to Assignee any and all further documents and instruments, and do any and all further acts which Assignee (or its agents or designees) reasonably requests (at

Assignee's sole cost and expense) in order to confirm this Release and Assignee's right, title, and interest in and to the Collateral, including the Trademark Collateral.


Assignor acknowledges and agrees that Assignee and its respective successors and assigns may rely upon this Release. Assignor represents and warrants that it has not transferred or assigned all or any part of its security interest in, to and under the Collateral, including the Trademark Collateral, and that it has all necessary authority to execute this Release and grant all other rights set forth herein.

THIS RELEASE SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF COLORADO APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Assignor has caused this Release to be duly executed and delivered by its duly authorized officer as of the Release Date.

**KEYBANK NATIONAL ASSOCIATION:**

By: 

Name: RICHARD J. JOHNSON

Title: MANAGER