

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM866751

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Photo Funding I L.P.		01/08/2024	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SHOOTPROOF, LLC		
<b>Street Address:</b>	3101 Cobb Pkwy		
<b>Internal Address:</b>	Suite 124		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30339		
<b>Entity Type:</b>	Limited Liability Company: GEORGIA		
<b>Name:</b>	Tave Corporation		
<b>Street Address:</b>	3101 Cobb Pkwy		
<b>Internal Address:</b>	Suite 124		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30339		
<b>Entity Type:</b>	Corporation: GEORGIA		
<b>Name:</b>	Legacy 33, Inc.		
<b>Street Address:</b>	3101 Cobb Pkwy		
<b>Internal Address:</b>	Suite 124		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30339		
<b>Entity Type:</b>	Corporation: NEVADA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3981203	TÁVE	
<b>Registration Number:</b>	5819607	COLE'S CLASSROOM	
<b>Registration Number:</b>	5511211	TÁVE	

CH \$140.00 3981203

Property Type	Number	Word Mark
Registration Number:	4746764	SHOOTPROOF
Registration Number:	4746769	SHOOTPROOF

**CORRESPONDENCE DATA**

**Fax Number:** 2123108007  
*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:** 2123108000  
**Email:** juan.arias@weil.com  
**Correspondent Name:** Dax Zhang  
**Address Line 1:** Weil, Gotshal & Manges LLP  
**Address Line 2:** 767 Fifth Avenue  
**Address Line 4:** New York, NEW YORK 10153

<b>ATTORNEY DOCKET NUMBER:</b>	Dax Zhang-73962.0008
<b>NAME OF SUBMITTER:</b>	Dax Zhang
<b>SIGNATURE:</b>	/Dax Zhang/
<b>DATE SIGNED:</b>	01/08/2024

**Total Attachments: 4**  
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TERMINATION AND RELEASE OF  
TRADEMARK SECURITY AGREEMENT

This TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT is made as of January 8, 2024 (this "**Termination and Release**"), by Photo Funding I L.P., a Delaware limited partnership, under the Credit Agreement referred to below ("**Bank**"), for the benefit of SHOOTPROOF, LLC, a Georgia limited liability company (the "**Borrower**"), Tave Corporation, a Georgia corporation ("**Tave**"), Legacy 33, Inc., a Nevada corporation ("**Legacy 33**"), and together with the Borrower and Tave, collectively, the "**Grantors**"). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement referred to below.

A. Reference is made to (i) that certain Credit Agreement, dated as of March 10, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the "**Credit Agreement**"), by and among, *inter alios*, Grantors and Bank, (ii) that certain Guaranty and Security Agreement, dated as of March 10, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the "**Guaranty and Security Agreement**"), by and among, *inter alios*, Grantors and Bank, (iii) that certain Trademark Security Agreement, dated as of March 10, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the effectiveness of the Assignment of Trademark Security Agreement (as defined below), the "**Trademark Security Agreement**"), by and among, *inter alios*, Grantors in favor of Ally Bank (the "**Previous Agent**"), and (iv) that certain Assignment of Trademark Security Agreement, dated as of December 9, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Assignment of Trademark Security Agreement**"; the Trademark Security Agreement as modified by the Assignment of Trademark Security Agreement, the "**Assigned Trademark Security Agreement**"), by and between the Previous Agent and Bank.

B. Pursuant to the Guaranty and Security Agreement, each Grantor executed the Assigned Trademark Security Agreement, and, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations (as defined in the Credit Agreement), granted Bank a lien on and security interest in all of its right, title and interest in, to and under its Trademarks and Trademark applications listed on Schedule I hereto, solely to the extent the same constitute Collateral (the "**Trademark Collateral**"). The Trademark Security Agreement was recorded with the U.S. Patent and Trademark Office on April 22, 2021 at Reel/Frame 7282/0286. The Assignment of Trademark Security Agreement was recorded with the U.S. Patent and Trademark Office on December 9, 2022 at Reel/Frame 7914/0344.

C. In connection with the release of certain security interests under the Loan Documents, each Grantor has informed Bank of its desire to obtain the release of all right, title and interest of Bank, in, to and under the Trademark Collateral granted under the Assigned Trademark Security Agreement.

D. Bank releases all of its right, title and interest in, to and under the following:

- (a) all of its United States registered and applied for Trademarks (other than Trademarks that are Excluded Collateral), including, without limitation, those referred to on Schedule I hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Accordingly, 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, Bank does hereby terminate, release, cancel, relinquish and discharge any and all liens and security interests it has in, to and under the Trademark Collateral, and reassigns, retransfers and reconveys all right, title and interest it has in, to and under the Trademark Collateral to each Grantor. Bank hereby authorizes each Grantor or any of its authorized representatives or designees to file this Termination and Release with the U.S. Patent and Trademark Office or any other applicable governmental office. At the request and sole expense of each Grantor, Bank shall execute, acknowledge, procure and deliver to such Grantor such further documents and to do such other acts as such Grantor shall reasonably request to evidence the release of Bank's lien on and security interest in, to and under the Trademark Collateral. This Termination and Release and any further documents, and the performance of any actions by Bank hereunder or thereunder, are made without representation or warranty by, or recourse to, Bank.

**THIS TERMINATION AND RELEASE AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS TERMINATION AND RELEASE, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

[Signature Pages Follow]

IN WITNESS WHEREOF, Bank has caused this Termination and Release to be duly executed as of the day and year first above written.

BANK:


**PHOTO FUNDING I L.P.**

By: PHOTO FUNDING GP L.L.C., its General Partner

DocuSigned by:  
*Aaron Fine*  
By: \_\_\_\_\_  
Name: Aaron W. Fine  
Title: Authorized Signatory

SCHEDULE I

Trademark Registrations

Trademark	Assignee/Owner	Application Date	Application Number	Grant Date	Registration Number
TAVE	Tave Corporation	10/22/2010	85/158846	6/21/2011	3981203
COLE'S CLASSROOM	Legacy 33, Inc.	12/14/2018	88/230670	7/30/2019	5819607
TAVE	Tave Corporation	6/15/2017	87/491085	7/10/2018	5511211
SHOOTPROOF	Shootproof LLC	8/20/2014	86/371709	6/2/2015	4746764
	Shootproof LLC	8/20/2014	86/371828	6/2/2015	4746769