## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM873044

Stylesheet Version v1.2

**SUBMISSION TYPE: NEW ASSIGNMENT NATURE OF CONVEYANCE:** RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
MIDCAP BUSINESS CREDIT		01/10/2024	Limited Liability Company: TEXAS

### **RECEIVING PARTY DATA**

Name:	EFA, INC.	
Street Address:	: 3112 Pleasant Garden Road	
City:	Greensboro	
State/Country:	te/Country: NORTH CAROLINA	
Postal Code:	27406	
Entity Type:	ty Type: Corporation: NORTH CAROLINA	

### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark	
Registration Number:	4130952	ELASTIC FABRICS OF AMERICA	
Registration Number: 1200666		EFA	

### **CORRESPONDENCE DATA**

3362329036 Fax Number:

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: 9195736236

Email: csmedley@brookspierce.com Christiane L. Smedley, Esq. **Correspondent Name:** 

150 Fayetteville St. Address Line 1:

Address Line 2: **Suite 1700** 

Address Line 4: Raleigh, NORTH CAROLINA 27601

ATTORNEY DOCKET NUMBER:	MidCap Business/EFA
NAME OF SUBMITTER:	Christiane L. Smedley
SIGNATURE:	/Christiane L. Smedley/
DATE SIGNED:	02/01/2024

### **Total Attachments: 4**

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#### RELEASE OF PATENT AND TRADEMARK SECURITY INTEREST

This RELEASE OF PATENT AND TRADEMARK SECURITY INTEREST ("**Release**"), dated as of January 10, 2024 is made by and among MidCap Business Credit LLC, a Texas limited liability company (the "**Secured Party**"), in favor of EFA, Inc. a North Carolina corporation, (the "**Debtor**") and its successors, assigns, and legal representatives.

WHEREAS, pursuant to that certain Loan and Security Agreement (All Assets) dated as of September 7, 2018 (the "Loan Agreement") among the Debtor and the Secured Party, the Debtor executed and delivered to the Secured Party that certain Patent and Trademark Security Agreement by and between the Debtor and the Secured Party dated as of September 7, 2018 (the "IP Security Agreement");

WHEREAS, pursuant to the IP Security Agreement, the Debtor pledged and granted to the Secured Party a security interest in and to all of the right, title and interest of the Debtor in, to and under the IP Collateral (as defined below);

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office at Reel/Frame Number 046852/0044 on September 12, 2018, Reel/Frame Number 6437/0341 on September 13, 2018, and Reel/Frame Number 6437/0341 on September 13, 2018; and

WHEREAS, the Debtor has requested that the Secured Party enter into this Release in order to effectuate, evidence and record the release and reassignment to the Debtor of any and all right, title and interest the Secured Party may have in the IP Collateral pursuant to the IP Security Agreement.

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

- 1. Release of Security Interest. The Secured Party hereby terminates the IP Security Agreement and terminates, releases and discharges any and all liens and security interests that it has in any and all right, title and interest of the Debtor, and reassigns to the Debtor any and all right, title and interest that it may have, in, to and under in the Patents and in the Trademarks (as defined in the IP Security Agreement) listed on Schedule 1(a) and Schedule 1(b) hereto.
- 2. <u>Further Assurances</u>. The Secured Party agrees to take all further actions, and provide to the Debtor all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Debtor may reasonably request in order to confirm, effectuate or record this Release.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the Secured Party has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**SECURED PARTY** 

MidCap Business Credit LLC

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

Name: Mathew Mucci Title: Vice President

# SCHEDULE 1(a)

# **PATENTS**

Patent Number	Filing Date	<u>Issue Date</u>	<u>Title</u>
7,555,922	July 3, 2006	July 7, 2009	Elastic Fabric

4874-5343-1452.2

# **SCHEDULE 1(b)**

## **TRADEMARKS**

The mark ELASTIC FABRICS OF AMERICA is registered (Reg. No. 4,130,952) and the mark EFA (Stylized) (Reg. No. 1,200,666) for "custom manufacturing of fabric for use in apparel, sports, medical and industrial applications."

4874-5343-1452.2

RECORDED: 02/01/2024