

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI120101

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Victory Park Management, LLC		01/31/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Homelife LLC		
Street Address:	667 Boylston Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5441400	PRODIVE	
CORRESPONDENCE DATA			
Fax Number:	2129096836		
<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:	2129096000		
Email:	trademarks@debevoise.com		
Correspondent Name:	Max Lovrin Esq.		
Address Line 1:	Debevoise & Plimpton LLP		
Address Line 2:	66 Hudson Boulevard		
Address Line 4:	New York, NEW YORK 10001		
ATTORNEY DOCKET NUMBER:	26611-1001		
NAME OF SUBMITTER:	Harriett Sasso		
SIGNATURE:	Harriett Sasso		
DATE SIGNED:	03/26/2024		
Total Attachments: 3			
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TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARK RIGHTS

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (the "Termination and Release") dated as of January 31, 2024, from VICTORY PARK MANAGEMENT, LLC, as Collateral Agent (the "Agent") in favor of Homelife, LLC, a Delaware limited liability company (the "Grantor").

WITNESSETH:

WHEREAS, pursuant to that certain Pledge and Security Agreement, dated as of October 15 2020, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement"), the Grantor granted to the Agent, for the benefit of the Secured Parties, a security interest (the "Security Interest") in certain collateral, including the PRODIVE trademark set forth on Schedule A attached hereto and all related goodwill associated with such trademark and applications and registrations from such trademark (such trademark set forth on Schedule A attached hereto and all related goodwill associated therewith and applications and registrations therefrom collectively, the "Trademark");

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of September 30, 2022, among, inter alios, the Agent and the Grantor (the "Trademark Security Agreement"), the Grantor, by reference to the Security Agreement, reaffirmed its intent to grant the Security Interest to the Agent specifically in certain Intellectual Property, including the Trademark set forth on Schedule A hereto;

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on October 3, 2023 at Reel 7859 and Frame 0355; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark (but not any other Trademark Collateral or other Collateral);

NOW, THEREFORE, 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, the Agent hereby states as follows:

1. Definitions. Capitalized terms used in this Termination and Release and not otherwise defined herein have the meanings specified in the Trademark Security Agreement or the Security Agreement, as applicable.

2. Release of Security Interest. The Agent hereby terminates, releases and discharges, without recourse, representation or warranty, its Security Interest solely in the Trademark (but not any other Trademark Collateral or other Collateral), and any right, title or interest of the Agent in such Trademark shall hereby cease and become void.

3. Counterparts. This Termination and Release may be executed in counterparts (including by telecopy or electronic (i.e., "pdf") transmission), each of which will be deemed an original, but all of which together constitute one and the same original.

4. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

VICTORY PARK MANAGEMENT, LLC



By: _____
Name: Scott R. Zemnick
Title: Manager

SCHEDULE A

Trademark Registration(s)

Country	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date	Owner
United States of America	PRODIVE	87/346808	23-Feb-17	5441400	10-Apr-18	Homelife LLC