

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI165655

<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>
HILLDUN CORPORATION		04/10/2024	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	EBY, Inc. (formerly known as EBY, LLC)		
<b>Street Address:</b>	2578 Broadway #573		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10025		
<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>	5374627	EMPOWERED BY YOU	
<b>Registration Number:</b>	5520802	EBY	
<b>Registration Number:</b>	5520803	EBY	
<b>Registration Number:</b>	5520804		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	+1(800)713-0755		
<b>Email:</b>	jade.tanks@wolterskluwer.com		
<b>Correspondent Name:</b>	Mrs. CT M. Corp.		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	New York, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Jade Tanks		
<b>SIGNATURE:</b>	Jade Tanks		
<b>DATE SIGNED:</b>	04/15/2024		
<b>Total Attachments: 4</b>			
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## TERMINATION AND RELEASE OF TRADEMARK SECURITY INTEREST

This **TERMINATION AND RELEASE OF TRADEMARK SECURITY INTEREST**, dated as of Apr-10-2024 (“Release”), is made by Hilldun Corporation (the “Secured Party”) in favor of EBY, Inc. (formerly known as EBY, LLC), a Delaware corporation (“Grantor”).

### RECITALS

**WHEREAS**, Grantor and the Secured Party entered into that certain Trademark Collateral Assignment and Security Agreement, dated as of July 12, 2019 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the “Security Agreement”) by and among the Grantor, Secured Party, and others party thereto;

**WHEREAS**, pursuant to the Security Agreement, Grantor granted to the Secured Party a continuing security interest in, and a right to set off against, any and all right, title and interest of Grantor in and to trademarks, service marks, and trade names, including all goodwill connected with or symbolized by any of the foregoing including, but not limited to, the foregoing listed on Schedule A attached hereto (collectively, “Trademark Collateral”), recorded at the United States Patent and Trademark Office (“USPTO”) on September 25, 2019 at Reel 6754 Frame 0897 (“Security Agreement”); and

**WHEREAS**, the Secured Party has agreed to terminate and release its security interest in the Trademark Collateral as herein provided.

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

**SECTION 1. Defined Terms.** All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement.

**SECTION 2. Termination and Release.** Secured Party, without representation, warranty, or recourse, hereby:


- (a) terminates, cancels, discharges, and releases the security interest in, and the right to set off against, Grantor’s right, title, and interest in and to all the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement; and
- (b) authorizes Grantor or Grantor’s agent to record this Release with the USPTO and any other relevant governmental authority at Grantor’s expense.

**SECTION 3. Choice of Law.** This Release shall be governed by and construed in accordance with the laws of the State of New York.

**IN WITNESS WHEREOF**, Secured Party has caused this Release to be duly executed as of the date first set forth above.

Secured Party:


Hilldun Corporation

By:   
Joshua W. Kapelman  
Executive Vice President & Secretary

[Signature Page to Termination and Release of Trademark Collateral Assignment Security Agreement  
– EBY, LLC]

**TRADEMARK**  
**REEL: 008398 FRAME: 0456**

SCHEDULE A  
to  
TRADEMARK RELEASE

MARK	REG. NUMBER
EMPOWERED BY YOU	5374627
EBY	5520802
EBY	5520803
	5520804