

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM298626

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|---|----------------------------------|-----------------------|---------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE BY SECURED PARTY | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Harvey Bloch | | 02/18/2014 | INDIVIDUAL: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | Peter Coppola | | |
| Street Address: | 7000 West Camino Real, Suite 240 | | |
| City: | Boca Raton | | |
| State/Country: | FLORIDA | | |
| Postal Code: | 33433 | | |
| Entity Type: | INDIVIDUAL: UNITED STATES | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3287456 | PETER COPPOLA | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Email: | trademarks@pch-iplaw.com | | |
| Correspondent Name: | Michael B. Chesal | | |
| Address Line 1: | 2 S. Biscayne Blvd., Suite 3700 | | |
| Address Line 4: | Miami, FLORIDA 33131 | | |
| ATTORNEY DOCKET NUMBER: | KAG.001UST | | |
| NAME OF SUBMITTER: | Michael B. Chesal | | |
| SIGNATURE: | /mbc/ | | |
| DATE SIGNED: | 03/19/2014 | | |
| Total Attachments: 5 | | | |
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Return to:

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**SATISFACTION AND RELEASE OF LIEN;
TERMINATION OF SECURITY INTEREST IN
TRADEMARK AND INTELLECTUAL PROPERTY INTERESTS**

WHEREAS, Peter Coppola, an individual residing in Palm Beach County, Florida ("**Grantor**"), is the owner of record of the Trademark and Trademark application set forth in the attached **Exhibit A**, USPTO Reg. No. 3,287,456, registered by the United States Patent and Trademark Office on September 4, 2007 ("**Trademark**") and any other trademark or intellectual property interests which Grantor may have or hold ("**IP Interests**"); and

WHEREAS, Grantor and Harvey Bloch (the "**Secured Party**") entered into that certain Settlement Agreement, Mutual Release and Covenant Not To Sue (the "**Settlement Agreement**"), executed on March 1, 2013, between the Grantor and Harvey Bloch ("**Secured Party**").

WHEREAS, section 3 of the Settlement Agreement granted the Secured Party a security interest in the Grantor's IP Interests which security interest was provided pursuant to a June 20, 2012 Letter Agreement (the "**Letter Agreement**") as security of loans made by the Secured Party to Grantor, as evidenced by 8 separate promissory notes. The security interest created under section 3 of the Settlement Agreement was limited solely to repayment of the aforesaid promissory notes, and was not intended to act as security for any other obligations of the Grantor and Secured Party of any of their respective rights and obligations under any other provision of the Settlement Agreement. A true and accurate copy of the Letter Agreement was recorded by the Secured Party with the United States Patent and Trademark Office on September 27, 2012, at Reel 4868, Frame 0558, Document Number BLHT101US, with Peter Coppola as Assignor, and Harvey Bloch as Assignee ("**Recordation**");

WHEREAS, the section 3 of the Settlement Agreement states, inter alia, (a) "upon payment in full of all amounts due as provided for herein, the Letter

Agreement shall automatically lapse, expire, terminate and shall be deemed (*sic*) satisfied and paid in full, at which time either Party shall be permitted to file a satisfaction document in the form and content required by any agency, county, municipality or state in which the letter Agreement may have been recorded” ; and (b) “once Coppola has completed his repayment to Bloch of the amounts required he shall file whatever papers are required to release any claim he may have on Coppola’s intellectual property with the United States Patent and Trademark office and any agency, county, municipality or state in which the intellectual property claim may have been asserted” ;

WHEREAS, the Secured Party has been paid in full by Grantor;

WHEREAS, pursuant to 3 of the Settlement Agreement, Grantor it now contractually entitled to: (a) execute and record a satisfaction and release of the aforesaid security interest in the Trademark and IP Interests of Grantor; (b) terminate the Letter Agreement and the security interest created therein , and satisfy the Letter Agreement of record by executing this release for the purpose of, inter alia, having it recorded with the United States Patent and Trademark office;

NOW, THEREFORE, as result of Grantor’s payment in full of the monetary settlement amount stated in Section 3 of the Settlement Agreement to the Secured Party and for other good and valuable consideration, pursuant to section 3 of the Settlement Agreement, the Secured Party hereby satisfies and terminates the security interest contained in the Letter Agreement, if any. Consequently, any such security interest claimed by the Secured Party in the Trademark and IP Interests have expired, lapsed and are terminated. As such irrevocably the Grantor is vested with full and unencumbered title and ownership to the Trademark and the related IP Interests, which rights shall include, without limitation:

- a) the Trademark and Trademark Application, more fully described in Exhibit A;
- b) the IP Interests;
- c) all trademarks and trademark applications (i) to which the Trademark directly or indirectly claims priority, (ii) for which the Trademark directly or indirectly forms a basis for priority, and/or (iii) that directly or indirectly incorporate by reference, or are directly or indirectly incorporated by reference into, the Trademark;
- d) all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, registrations of any item in any of the foregoing categories (a) and (c);

- e) all non-United States trademarks, trademark applications, patents, patent applications and counterparts relating to the Trademark or any item in any of the foregoing categories (a) through (d), including, without limitation, certificates of invention, utility models, industrial design protection, design trademark protection, other governmental grants or issuances, and any rights to apply in any or all countries of the world for trademarks or patents, certificates of invention, utility models, industrial design protections, design patent protections, or governmental grants or issuances of any type related to the Trademark and the related inventions, invention disclosures, and discoveries;
- f) inventions, invention disclosures, and discoveries described in the Trademark or IP Interests of any item in the foregoing categories (a) through (e);
- g) all rights to apply in any or all countries of the world for trademarks, patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any item in any of the foregoing categories (a) through (f), including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement, or understanding;
- h) causes of action (whether known or unknown, or whether currently pending, filed, or otherwise) and other enforcement rights, under or on account of the Trademark and/or the rights described in the above subparagraphs (a) through (g), including, without limitation, all causes of action and other enforcement rights for
 - i. damages,
 - ii. injunctive relief, and
 - iii. any other remedies of any kind for past, current and future infringement; and
- i) all rights to collect royalties and other payments under or on account of any of the Trademark and/or any item in any of the foregoing categories (a) through (h).

If necessary or desired, the Secured Party hereby authorizes Grantor's authorized representative to file UCC Financing Statement Amendment(s) with the applicable filing office(s) in order to memorialize the release of any security interest related to the items set forth in categories (a) through (i) by the Secured Party.

Furthermore, the Secured Party has cancelled as paid in full the 8 separate Promissory Notes executed by Coppola to the Secured Party which gave rise to the Letter Agreement. To that end, the Secured Party shall mark each of the 8 original Promissory Notes "Canceled and Paid in Full", shall sign the aforesaid cancellation, and shall return them to the Grantor.

This Release is governed by the laws of the State of Florida, excluding its choice of law principles to the contrary.

Furthermore, pursuant to the terms and provisions of the Settlement Agreement, the Secured Party has contractually authorized the Commissioner of Patents and Trademarks of the United States of America to note and record the existence of the release hereby given.

IN WITNESS WHEREOF, the Secured Party has caused this Release of Lien; Termination of Security Interest in Trademark and Intellectual Property Interests to be signed by its duly authorized representative as of this 18th day of February, 2014.

Signed, sealed and delivered in our presence:

Andrea M. Sindell

Witness Name: ANDREA M. SINDELL

J. B. Mattlin

Witness Name: Jand B. Mattlin

By: Peter Coppola
PETER COPPOLA

STATE OF FLORIDA
COUNTY OF PALM BEACH

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared PETER COPPOLA, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 16th day of February, 2014.

Harriet S. Levy

Notary Public

Printed Name:



My Commission Expires:

Personally Known to Me

Produced Identification

Type of Identification Produced: _____

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