

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM536543

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CIBC BANK USA, as successor to THE PRIVATEBANK AND TRUST COMPANY		08/09/2019	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	RAFFEL SYSTEMS, LLC		
Street Address:	N112 W14600 Mequon Road		
City:	Germantown		
State/Country:	WISCONSIN		
Postal Code:	53022		
Entity Type:	Limited Liability Company: WISCONSIN		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4377224	FUNCTIONAL STATIONARY	
Registration Number:	4078492	COMFORT EASE	
Registration Number:	1076349	TRANQUIL EASE	
CORRESPONDENCE DATA			
Fax Number:	4142335000		
<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:	4149785441		
Email:	melissa.mcgin@huschblackwell.com		
Correspondent Name:	Husch Blackwell LLP		
Address Line 1:	555 E. Wells Street, Suite 1900		
Address Line 2:	Attn: Melissa McGinn		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	828407-10		
NAME OF SUBMITTER:	Melissa McGinn		
SIGNATURE:	/Melissa McGinn/		
DATE SIGNED:	08/14/2019		

CH \$90.00 4377224

Total Attachments: 11

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RELEASE OF SECURITY INTEREST

This RELEASE OF SECURITY INTEREST (“**Release**”) is made and effective as of August 9, 2019, between CIBC BANK USA, as successor to THE PRIVATEBANK AND TRUST COMPANY, an Illinois corporation, whose address is 70 West Madison, Chicago, Illinois 60602, the secured party under the Loan and Security Agreement referred to below (the “**Secured Party**”), and RAFFEL SYSTEMS, LLC, a Wisconsin limited liability company, whose address is N112 W14600 Mequon Road, Germantown, Wisconsin 53022 (the “**Grantor**”).

WHEREAS, the Secured Party and the Grantor are parties to (a) that certain Loan and Security Agreement dated as of December 7, 2016 (as amended, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), (b) that certain Revolving Note dated as of December 7, 2016 (as amended, modified, supplemented and/or otherwise amended and restated from time to time, the “**Revolving Note**”), (c) that certain Term Note dated as of December 7, 2016 (as amended, modified, supplemented and/or otherwise amended and restated from time to time, the “**Term Note**”), (d) that certain Capex Note dated as of December 7, 2016 (as amended, modified, supplemented and/or otherwise amended and restated from time to time, the “**Capex Note**”), and (e) that certain Intellectual Property Security Agreement dated as of December 7, 2016 (the “**Intellectual Property Security Agreement**,” and, together with the Loan Agreement, the Revolving Note, the Term Note, and the Capex Note, the “**Security Agreements**”);

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

WHEREAS, the Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office at Reel 40883, Frame 956 on December 12, 2016; and at Reel 5946, Frame 286 on December 12, 2016; and

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

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

1. Definition. The term “Collateral,” as used herein, shall mean all of Grantor’s right, title, and interest in and to certain intellectual property (as defined in the Security Agreements) including, without limitation, the items listed in Schedules I and II attached hereto and the following (collectively, the “**Collateral**”):

(a) all patents (whether utility, design, or plant), patent applications, certificates of invention, and patentable inventions, whether the rights in or to any of the foregoing arise under the laws of the United States, any state, any foreign country, or any subdivision thereof (collectively, “Patents”), including, without limitation (i) all inventions and improvements described and claimed in the Patents, (ii) all reissues,

divisions, continuations, continuations-in-part, substitutions, reexaminations, renewals, and extensions to the Patents, (iii) all improvements to the Patents, and (iv) all other rights of any kind pertaining to the Patents;

(b) all registered or unregistered trademarks, service marks, certification marks, trade names (or other type of source identifier), trade dress or other indicia of trade origin, trademark applications, service mark applications, corporate or company name, business name, trade style, design, logo, or trade dress, goodwill of the business connected with the use of or symbolized by a trademark or service mark, intent to use applications and any renewals, whether the rights in or to any of the foregoing arise under the laws of the United States, any state, any foreign country, or any subdivision thereof (collectively, "Trademarks");

(c) all registered copyrights, unregistered copyrights (whether in published or unpublished works of authorship), copyright applications, works based upon or derived from copyrights, and any renewals or extensions of the copyrights, whether the rights in or to any of the foregoing arise under the laws of the United States, any state, any foreign country, or any subdivision thereof (collectively, "Copyrights");

(d) any internet domain names;

(e) any intellectual property other than Copyrights, Patents, Trademarks, or domain names, whether statutory or common law, whether registered or unregistered, published or unpublished, and whether established in the United States, any state, any foreign country, or any subdivision thereof, including, without limitation, any mask works, any trade secret or other proprietary or confidential information or data, as well as rights with respect to software, programming codes, inventions, technical information, procedures, designs, know-how, data and databases, processes, models, drawings, plans, specifications and records, moral rights, and rights of publicity and privacy with respect to natural persons;

(f) all license agreements (exclusive or non-exclusive) executed by or in favor of Grantor with any other party, whether in connection with any of the foregoing or in connection with any third party's Patents, Trademarks, Copyrights, or other intellectual property, whether Grantor is a licensor or licensee (collectively, "Licenses");

(g) the following additional rights with respect to any of the foregoing: (i) the right to reproduce, prepare derivative works, distribute copies, perform or display any of the foregoing, (ii) the right to sue or otherwise recover for, or enjoin or obtain other legal or equitable relief for, any and all past, present and future infringements, misappropriations, or other impairments of any of the foregoing, (iii) all income, royalties, damages and other payments payable to Grantor with respect to any of the foregoing, (iv) all rights of Grantor accruing or pertaining to any of the foregoing, and (v) all goodwill related to any of the foregoing; and

(h) any and all products and proceeds of any of the foregoing (including, but not limited to, any claims to any items referred to in this definition, and any claims of

Grantor against third parties for loss of, damage to, or destruction of, any or all of the foregoing or for proceeds payable under or unearned premiums with respect to policies of insurance) in whatever form.

2. Release of Security Interest. Secured Party, on behalf of itself and its successors, legal representatives and assigns, hereby terminates the Loan Agreement, the Revolving Note, the Term Note, the Capex Note, and the Intellectual Property Security Agreement, and terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreements in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest that Secured Party may have, in, to and under the Collateral. Grantor acknowledges that Secured Party's execution of and/or delivery of this Release and the termination, release and discharge of Secured Party's security interest in the Collateral and the termination of the Loan Agreement, the Revolving Note, the Term Note, the Capex Note, and the Intellectual Property Security Agreement as set forth herein is made without recourse, representation, warranty or other assurance of any kind by Secured Party as to Secured Party's rights in any Collateral, the condition or value of any Collateral, or any other matter. Notwithstanding anything to the contrary contained herein, the obligations and liabilities of Grantor to Secured Party under or in respect of the Loan Agreement, the Revolving Note, the Term Note, the Capex Note, and the Intellectual Property Security Agreement insofar as such obligations and liabilities survive termination of the Security Agreements shall continue in full force and effect.

3. Successors and Assigns. This Release shall be binding on and inure to the benefit of the parties' respective successors and assigns.

4. Governing Law; Attorneys' Fees. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Wisconsin, without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction). In the event it becomes necessary for any party to bring an action or proceeding to construe or enforce the terms and conditions set forth in this Release, the prevailing party in such action or proceeding shall be entitled to recover reasonable attorneys' fees and costs incurred in such action or proceeding, in addition to all other relief awarded.

[Signature Page Follows]

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

**CIBC BANK USA, AS SUCCESSOR TO
THE PRIVATEBANK AND TRUST
COMPANY**

By: Mitch D. R.
Name: MITCH REGENFUSI
Title: ASSOCIATE MANAGING DIRECTOR

RAFFEL SYSTEMS, LLC

By: _____
Name: _____
Title: _____

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

**CIBC BANK USA, AS SUCCESSOR TO
THE PRIVATEBANK AND TRUST
COMPANY**

By: _____

Name: _____

Title: _____

RAFFEL SYSTEMS, LLC

By:  _____

Name: JOHN DUDAS

Title: CEO

SCHEDULE I
PATENTS, TRADEMARKS AND COPYRIGHTS

Patents

Country	Application Title	Patent Application Number	Date Patent Applied	Patent Number	Date Patent Issued
US	LIGHTED CUP HOLDER FOR SEATING ARRANGEMENTS	11/410,547	4/25/2006	7,766,293	8/3/2010
US	LIGHTED CUP HOLDER FOR SEATING ARRANGEMENTS	12/847,823	7/30/2010	8,657,245	2/25/2014
US	LIGHTED CUP HOLDER FOR SEATING ARRANGEMENTS	14/152,363	1/10/2014	8,714,505	5/6/2014
US	LIGHTED CUP HOLDER FOR SEATING ARRANGEMENTS	14/263,248	4/28/2014	8,973,882	3/10/2015
US	LIGHTED CUP HOLDER FOR SEATING ARRANGEMENTS	14/638,926	3/4/2015	9,089,221	7/28/2015
US	LIGHTED CUP HOLDER FOR SEATING ARRANGEMENTS	14/806,912	7/23/2015	9,192,241	11/24/2015
US	LIGHTED CUP HOLDER FOR SEATING ARRANGEMENTS	14/939,864	11/12/2015	9,254,043	2/9/2016
US	LIGHTED CUP HOLDER FOR SEATING ARRANGEMENTS	15/018,167	2/8/2016	9,585,486	3/7/2017
US	METHOD OF AND APPARATUS FOR LOCKING A POWERED MOVABLE FURNITURE ITEM	60/203,168	5/8/2000		
US	METHOD OF AND APPARATUS FOR LOCKING A POWERED MOVABLE FURNITURE ITEM	09/850,718	5/8/2001	6,492,786	12/10/2002
US	METHOD OF AND APPARATUS FOR LOCKING A POWERED MOVABLE FURNITURE ITEM	10/269,114	10/10/2002	6,794,841	9/21/2004
CA	TOTAL BODY RELAXATION SYSTEM AND METHOD	2279322	7/30/1999	2279322	1/4/2005
US	TOTAL BODY RELAXATION SYSTEM AND METHOD	09/364,927	7/29/1999	6,422,992	7/23/2002
US	VIBRATOR FOR USE WITH FURNITURE	29/059,436	9/11/1996	D390,965	2/17/1998
US	AUTOLEVELING METHODS, DEVICES AND SYSTEMS	12/886,219	9/20/2010		
US	LIGHT DEVICES AND SYSTEMS	12/946,682	11/15/2010		
US	CONTROLLER	29/394,315	6/15/2011	D665,757	8/21/2012

Country	Application Title	Patent Application Number	Date Patent Applied	Patent Number	Date Patent Issued
US	CUP HOLDER	29/382,151	12/29/2010	D643,252	8/16/2011
US	CONTROLLER	29/382,155	12/29/2010	D667,798	9/25/2012
US	MAGNETIC HOLD DEVICES AND SYSTEMS	13/074,803	3/29/2011	8,979,044	3/17/2015
US	MAGNETIC HOLD DEVICES AND SYSTEMS	14/659,110	3/16/2015		
US	CONTROL PANEL	29/400,101	8/23/2011	D690,275	9/24/2013
US	CUP HOLDER	29/401,220	9/8/2011		
US	CUP HOLDER	29/401,222	9/8/2011		
US	CUP HOLDER	29/485,451	3/19/2014		
US	CONTROLLER	29/401,219	9/8/2011		
US	CONTROLLER	29/401,217	9/8/2011	D662,066	6/19/2012
US	GROMMET	29/406,598	11/16/2011	D707,532	6/24/2014
US	LIGHT	29/406,599	11/16/2011	D700,383	2/25/2014
US	LIGHT	29/406,601	11/16/2011	D723,203	2/24/2015
US	AUTOMATIC RECLINING CHAIR				
US	DEVICES FOR ACCESSORY INTEGRATION	13/400,485	2/20/2012		
US	CONTROL SWITCH	29/427,710	7/20/2012	D685,333	7/2/2013
US	SWITCH	29/433,788	10/4/2012	D691,098	10/8/2013
US	CHARGER	29/433,789	10/4/2012	D678,190	3/19/2013
US	CHARGER	29/433,790	10/4/2012	D677621	3/12/2013
US	CONTROL PANEL	29/441,218	1/2/2013	D691,096	10/8/2013
US	SWITCH	29/445,865	2/18/2013	D692,841	11/5/2013
US	SWITCH	29/445,866	2/18/2013	D692,401	10/29/2013
US	SWITCH	29/445,867	2/18/2013	D707,640	6/24/2014

Country	Application Title	Patent Application Number	Date Patent Applied	Patent Number	Date Patent Issued
US	SWITCH	29/445,868	2/18/2013	D691,971	10/22/2013
US	SWITCH	29/445,869	2/18/2013	D700,150	2/25/2014
US	SWITCH	29/445,870	2/18/2013	D691,099	10/8/2013
US	SWITCH	29/467,043	9/13/2013	D712,847	9/9/2014
US	CUP HOLDER	29/471,662	11/4/2013	D707,496	6/24/2014
US	CUP HOLDER	29/471,664	11/4/2013	D707,503	6/24/2014
US	SWITCH	29/471,666	11/4/2013	D712,848	9/9/2014
US	SWITCH	29/471,668	11/4/2013	D714,233	9/30/2014
US	CHARGER	29/482,957	2/24/2014	D730,283	5/26/2015
US	CHARGER	29/482,958	2/24/2014	D730,284	5/26/2015
US	CHARGER	29/482,959	2/24/2014	D730,285	5/26/2015
US	CUP HOLDER INSERT	29/488,324	4/17/2014	D738,170	9/8/2015
US	SWITCH	29/488,322	4/17/2014	D740,238	10/6/2015
US	HAND HELD CONTROLLER	29/492,277	5/29/2014	D737,226	8/25/2015
US	CONTROLLER	29/492,275	5/29/2014	D737,225	8/25/2015
US	SWITCH	29/499,879	8/19/2014	D748,590	2/2/2016
US	SWITCH	29/500,580	8/26/2014	D763,803	8/16/2016
US	CHARGER	29/520,385	3/13/2015	D752,512	3/29/2016
US	CHARGER	29/520,391	3/13/2015	D756,298	5/17/2016
US	SWITCH	29/520,389	3/13/2015	D758,326	6/7/2016
US	SWITCH	29/520,390	3/13/2015	D768,583	10/11/2016
US	CHARGER	29/520,392	3/13/2015	D756,299	5/17/2016
US	CHARGER	29/520,386	3/13/2015	D758,305	6/7/2016




Country	Application Title	Patent Application Number	Date Patent Applied	Patent Number	Date Patent Issued
CN	SWITCH	201630097213.0	3/29/2016	CN304167680S	9/6/2017
US	SWITCH	29/540,924	9/29/2015	D786,805	5/16/2017
US	SWITCH	29/540,926	9/29/2015	D777,687	1/31/2017
CN	SWITCH	201630097206.0	3/29/2016	CN304175440S	13/6/2017
EP	SWITCH	3046267	3/29/2016	3046267	8/8/2016
US	SWITCH	29/540,928	9/29/2015	D777,688	1/31/2017
CN	SWITCH	201630153197.2	4/29/2016	CN304044055S	15/2/2017
US	SWITCH	29/544,079	10/30/2015	D788,719	6/6/2017
CN	SYSTEMS AND METHODS FOR CONTROLLING POWER MOTION FURNITURE	201610400587.4	6/8/2016		
CN	SYSTEMS AND METHODS FOR CONTROLLING POWER MOTION FURNITURE	201620550286.5	6/8/2016		
US	SYSTEMS AND METHODS FOR CONTROLLING POWER MOTION FURNITURE	62/318,993	4/6/2016		
US	SYSTEMS AND METHODS FOR CONTROLLING POWER MOTION FURNITURE	15/155,363	5/16/2016		
CN	SWITCH	201630252742.3	6/17/2016		
US	SWITCH	29/564,464	5/13/2016	D792,860	7/25/2017
CN	SWITCH	201630462274.2	9/5/2016		
EP	SWITCH	3385830	9/20/2016	3385830	9/20/2016
US	SWITCH	29/565,043	5/17/2016	D832,801	11/6/2018
US	POWER ADJUSTMENT AND SAFETY SYSTEMS FOR POWER MOTION FURNITURE	15/278,404	9/28/2016	10,021,992	7/17/2018
CN	SWITCH				
US	SWITCH - CTR U2 08				

Country	Application Title	Patent Application Number	Date Patent Applied	Patent Number	Date Patent Issued
US	SWITCH - CTR U2 18				
US	SWITCH - CTR U3 03				
US	SWITCH - CTR UR3 02				
US	SWITCH - CTR UR2 19				

Registered Trademarks

Country	Trademark	Trademark Application No.	Trademark Registration No.	Date of Registration
US	FUNCTIONAL STATIONARY	85/494,628	4,377,224	7/30/2013
US	COMFORT EASE	77/853,208	4,078,492	1/3/2012
US	TRANQUIL EASE	73/115,213	1,076,349	11/1/1977

Common Law Trademarks

Trademark	Field of Use
RAFFEL SYSTEMS	Seating, bedding and industrial products
TRANQUIL EASE & Design 	Seating, bedding and industrial products
COMFORT EASE & Design 	Seating, bedding and industrial products
FUNCTIONAL STATIONARY & Design 	Seating, bedding and industrial products
RAFFEL INDUSTRIAL CONTROLS	Seating, bedding and industrial products

Copyrights

- N/A

SCHEDULE II

LICENSES

Patent Licenses

- Agreement for Rights to BackCycler Technology in the Topper and Furniture Markets by and between Backcycler, LLC and Borrower, dated May 28, 2009.

Trademark Licenses

- Non-Exclusive License Agreement by and between Borrower and Home Meridian International, dated October 23, 2015.
- Settlement and Release Agreement by and between Borrower and Homelegance and affiliates, dated December 23, 2014.
- Settlement Agreement between Borrower and The Handy Button Machine Company, dated July 8, 2014.
- Agreement for Rights to BackCycler Technology in the Topper and Furniture Markets by and between Backcycler, LLC and Borrower, dated May 28, 2009.
- Trademark License Agreement between Raffel and Tranquilease, LLC, dated July 17, 2008.
- Distribution Agreement by and between Borrower and Global Furniture Components (GFC), UAB, dated January 1, 2016.
- Tooling Agreement by and among Borrower, Xiamen Raffel and Xiamen Wellness Technology Co., Ltd (“Wellness”) dated June 22, 2016.
- Tooling Agreement by and among Borrower, Xiamen Raffel and Wellness dated June 23, 2016.