TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM553701

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association		10/05/2005	National Banking Association:

RECEIVING PARTY DATA

Name:	Koala Surfaces, Inc.
Street Address:	11600 EAST 53RD AVENUE, UNIT D
City:	Denver
State/Country:	COLORADO
Postal Code:	80239
Entity Type:	Corporation: COLORADO

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2465007	

CORRESPONDENCE DATA

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:	4049626421
Email:	pharan.evans@millermartin.com
Correspondent Name:	Pharan Evans
Address Line 1:	Volunteer Building Suite 1200 832 Georgi
Address Line 2:	Attn: Trademark Paralegal
Address Line 4:	Chattanooga, TENNESSEE 37402

NAME OF SUBMITTER:	Pharan Evans
SIGNATURE:	/Pharan Evans/
DATE SIGNED:	12/17/2019

Total Attachments: 3
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CH $40.00 2465007

WAIVER AND RELEASE AGREEMENT

THIS WAIVER AND RELEASE AGREEMENT ("Agreement") is made and entered into as of the 5th day of October, 2005, by and between, U.S. Bank National Association, having an address at BC-MN-H22A, 800 Nicollet Mall, 22nd Floor, Minneapolis, MN 55402, Attn: Dan Falstad ("Secured Creditor"), Koala Surfaces, Inc. a Colorado corporation doing business as Fibar Systems ("Seller"), and The Fibar Group, LLC, a New York limited liability company ("Buyer").

Recitals:

A. Buyer, Seller and Koala Corporation ("Koala") have entered into that certain Asset Purchase Agreement with an effective date of October 4, 2005 (the "Asset Purchase Agreement");

B. Under the terms of the Asset Purchase Agreement, Seller has agreed to transfer to Buyer and Buyer has agreed to purchase those certain assets of Seller identified in the Asset Purchase Agreement (the "Purchased Assets");

C. Secured Creditor has a perfected secured interest in the Purchased Assets as evidenced by various UCC-1 filings;

D. Seller and Buyer have agreed to the Purchase Price for the Purchased Assets as set forth in the Asset Purchase Agreement;

E. A condition precedent to close is that Buyer receiving a waiver and release from Secured Creditor acknowledging the validity of the Asset Purchase Agreement, the transactions therein and a specifically releasing Secured Creditor's liens on the Purchased Assets;

F. Secured Creditor is willing to release it lien on and security interest in the Purchased Assets on the conditions set forth in this Agreement.

Agreement:

NOW, THEREFORE, for and in consideration of the premises, and the agreements, covenants, representations and warranties hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of all of which are forever acknowledged and confessed, the parties hereto agree as follows:

1. Defined Terms. The Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

2. Proper Notice Secured Creditor acknowledges that it has been given notice of and is aware of the sale of the Purchased Assets by Seller to Buyer under the terms of the Asset Purchase Agreement.

3. No Objection. Secured Creditor acknowledges that Seller has appraised Secured Creditor of Seller's business reasons for entering into the Asset Purchase Agreement with Buyer and has no objection with the terms negotiated by Buyer and Seller with respect to Creditor's rights in the collateral being purchased by Buyer.

4. Waiver and Release. Secured Creditor agrees that conditioned upon receipt of the Cash Portion of the Purchase Price as set forth in the Asset Purchase Agreement, Secured Creditor releases its security interest in and lien on the Purchased Assets and waives and forever releases (and holds harmless), Seller and Buyer with respect to the transfer of the Purchased Assets in accordance with the term of the Asset Purchase Agreement, provided that the full amount of the Cash Portion of the Purchase Price is paid directly to Secured Creditor in immediately available U. S. currency via wire transfer.

Secured Creditor's wire transfer instructions are as follows:

U.S. Bank National Association

Minneapolis, MN

ABA #091000022

Credit USBNA Special Assets

Account # 1047-5666-5253

Ref: Koala

5. Cooperation. Upon receipt of the Cash Portion of the Purchase Price, Seller and/or Buyer agree to prepare, and Secured Party agrees to promptly execute and deliver to Buyer for recording, (in all relevant jurisdictions where Secured Creditor's lien on the Purchased Assets has been perfected) UCC-3 forms in form and content reasonably acceptable to Secured Creditor releasing Secured Creditor's security interest in the Purchased Assets.

[Signature Pages Attached]

TRADEMARK
REEL: 006818 FRAME: 0119

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the dates set forth below and made it effective as of the day and year first above written.

Koala Surfaces, Inc., a Colorado corporation

By:

Date: October 5, 2005

Name: Jeffrey L. Vigil
Title: Vice President

The Fibar Group, LLC, a New York LLC

By:

Date: October ___, 2005

Name:
Title:

U.S. Bank National Association
(a national banking association)

By:

Date: October 5, 2005

Name: Daniel J. Falstad
Title: Vice President

TRADEMARK
RECORDED: 12/17/2019 REEL: 006818 FRAME: 0120