# OP \$140.00 494585

ETAS ID: TM564518

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Termination and Release of Security Interest in Trademarks

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type	
Webster Bank, N.A.		02/28/2020	National Banking Association: UNITED STATES	

#### **RECEIVING PARTY DATA**

Name:	NormaTec Industries, LP	
Street Address:	15440 Laguna Canyon Road	
Internal Address:	Suite 230	
City:	Irvine	
State/Country:	CALIFORNIA	
Postal Code:	92618	
Entity Type:	Limited Partnership: DELAWARE	

#### **PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark	
Registration Number:	4945852	FRESH LEGS FASTER	
Registration Number:	4448788	CREATED BY SCIENTISTS. PERFECTED BY ATHL	
Registration Number:	4317152	NORMATEC	
Registration Number:	4317150	TRAIN HARDER RECOVER FASTER PERFORM BETT	
Registration Number:	4316468	NORMAL HEALING THROUGH TECHNOLOGY	

#### **CORRESPONDENCE DATA**

**Fax Number:** 7043311159

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:** 7043311000

**Email:** PTO\_TMconfirmation@mvalaw.com,

maryelizabethzaldivar@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC Address Line 1: 100 North Tryon Street

Address Line 2: Suite 4700, ATTN: IP DEPARTMENT Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	017625.005244
NAME OF SUBMITTER:	John Slaughter

SIGNATURE:	/john slaughter/		
DATE SIGNED:	02/28/2020		
Total Attachments: 3			
source=TRSI-T(2) - Webster Bank, N.A. to Normatec Industries, LP#page1.tif			
source=TRSI-T(2) - Webster Bank, N.A. to Normatec Industries, LP#page2.tif			
source=TRSI-T(2) - Webster Bank, N.A. to Normatec Industries, LP#page3.tif			

# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of February 28, 2020 ("<u>Release</u>"), is made by Webster Bank, N.A. ("<u>Lender</u>"), in favor of NormaTec Industries, LP, a Delaware limited partnership ("<u>Pledgor</u>").

WHEREAS, pursuant to that certain Revolving Line of Credit Promissory Note dated as of September 6, 2019 (the "<u>Promissory Note</u>") by and among the Pledgor, Lender, and others party thereto and the Trademark Pledge dated as of September 6, 2019 ("<u>Trademark Pledge</u>") by and among the Pledgor and Lender, Pledgor granted to the Lender a security interest in, and collaterally assigned to the Lender, all of Pledgor's right, title and interest in and to the Trademarks; and

WHEREAS, the Trademark Pledge was recorded at the United States Patent and Trademark Office ("USPTO") on September 9, 2019 at Reel 6751 Frame 0264.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Lender and Pledgor agree as follows:

**SECTION 1.** <u>Defined Terms</u>. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Promissory Note or Trademark Pledge.

## **SECTION 2.** <u>Termination and Release</u>. Lender hereby:

- (a) terminates the Trademark Pledge;
- (b) terminates, cancels, forever discharges, and releases the security interest in, and collateral assignment in all the right, title, and interest in and to the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto;
  - (c) represents and warrants that it has full authority to execute and deliver this Release; and
  - (d) authorizes the recordation of this Release with the USPTO at Pledgor's expense.

**SECTION 3**. Further Assurances. Lender, at Pledgor's expense, 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 security interest release contemplated herein. To the extent that any other filings with any other governmental authority have been made with respect to any of the Trademark Collateral, Lender will, at Pledgor's expense, execute and deliver a reasonable release or other instrument that will terminate any such filing and/or release any interests conveyed therein.

**IN WITNESS WHEREOF**, the Lender has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Lender:

Webster Bank, N.A.

Name: Rod Landis

Title: Senior Vice President

### Schedule A

## U.S. Trademarks Subject to Security Interest Granted by Norma Tec Industries, LP In Favor of Webster Bank, N.A. Recorded September 9, 2019 at Reel 6751 Frame 0264

# **Trademark Registrations**

Mark	Reg. No.	Reg. Date
FRESH LEGS FASTER	4945852	04/26/2016
CREATED BY SCIENTISTS. PERFECTED BY	4448788	12/10/2013
ATHLETES.		
NORMATEC	4317152	04/09/2013
TRAIN HARDER RECOVER FASTER PERFORM	4317150	04/09/2013
BETTER		
NORMAL HEALING THROUGH TECHNOLOGY	4316468	04/09/2013

CHAR2\2251174v1

**RECORDED: 02/28/2020**