

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM570282

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
First Merchants Bank		04/02/2020	Chartered Bank: INDIANA
RECEIVING PARTY DATA			
Name:	Insight 2 Design, LLC		
Street Address:	8681 W. 137th Street		
City:	Overland Park		
State/Country:	KANSAS		
Postal Code:	66223		
Entity Type:	Limited Liability Company: KANSAS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	87227023	CORE	
Serial Number:	87227009	CORE	
Registration Number:	5214437	CORE	
Registration Number:	5214436	CORE	
Registration Number:	4877826	ELEVATE	
Registration Number:	4877825	ELEVATE	
CORRESPONDENCE DATA			
Fax Number:	8164121263		
<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:	8168428600		
Email:	cynthia.maust@stinson.com		
Correspondent Name:	Stinson LLP		
Address Line 1:	1201 Walnut Street, Suite 2900		
Address Line 2:	Cynthia Maust, Paralegal		
Address Line 4:	Kansas City, MISSOURI 64106-2150		
ATTORNEY DOCKET NUMBER:	0810639.0031		
NAME OF SUBMITTER:	Cynthia Maust		
SIGNATURE:	/Cynthia Maust/		
DATE SIGNED:	04/02/2020		

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Total Attachments: 7

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Release of Collateral and Release of Security Interest

This Release of Collateral and Release of Security Interest (this "Release") is made and effective as of April 2, 2020 and granted by FIRST MERCHANTS BANK (the "Lender"), an Indiana state-chartered banking institution with an address of 10333 N. Meridian Street, Suite 350, Indianapolis, Indiana 46290, in favor of INSIGHT 2 DESIGN, LLC (the "Grantor"), a Kansas limited liability company with an address of 8681 W. 137th Street, Overland Park, Kansas 66223 and its successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Credit Agreement dated as of October 31, 2018 (as amended, modified, or supplemented from time to time, the "Credit Agreement"), by and among the Lender, the Grantor, I2D LICENSED BRANDS, LLC, and ELEVATE, LLC, the Grantor executed in favor of the Lender that certain Security Agreement dated as of October 31, 2018 (as amended, modified, or supplemented from time to time, the "Security Agreement"), that certain Patent Security Agreement dated as of October 31, 2018 (as amended, modified, or supplemented from time to time, the "Patent Security Agreement"), and that certain Trademark Security Agreement dated as of October 31, 2018 (as amended, modified, or supplemented from time to time, the "Trademark Security Agreement" and, together with the Security Agreement and the Patent Security Agreement, collectively, the "Security Agreements");

WHEREAS, pursuant to the Security Agreements, the Grantor granted to the Lender a security interest in substantially all the assets of the Grantor, including all right, title, and interest of the Grantor in, to and under all owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications, and trademark licenses, and all products and proceeds thereof (the "Collateral");

WHEREAS, the Patent Security Agreement was recorded with the United States Patent and Trademark Office at Reel 047416, Frame 0551 on November 6, 2018, and the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 006476, Frame 0230 on November 6, 2018;

WHEREAS, the Lender has issued a payoff letter dated effective as of March 31, 2020 (the "Payoff Letter"), with respect to the repayment of all outstanding indebtedness and other obligations owing to the Lender under the Credit Agreement;

WHEREAS, subject to the terms of the Payoff Letter, the Grantor has repaid in full all amounts owing to the Lender under the Credit Agreement, and the Grantor has otherwise met all of its obligations under the Credit Agreement and the Security Agreements; and

WHEREAS, the Grantor requested that the Lender 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 Lender may have in the Collateral, including the Patent Collateral (as defined below) and the Trademark Collateral (as defined below), pursuant to the Security Agreements.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender hereby represents, warrants, covenants and agrees as follows:

1. Definitions. "Patent Collateral" shall have the meaning given to it in the Patent Security Agreement, and "Trademark Collateral" shall have the meaning given to it in the Trademark Security Agreement.

2. Termination of Security Agreements and Release of Security Interest. The Lender hereby agrees and states that:

(a) subject to the terms of the Payoff Letter, the Grantor has repaid in full all amounts owing to the Lender under the Credit Agreement, and the Grantor has otherwise met all of its obligations under the Security Agreements;

(b) all the security interests, mortgages, liens, pledges, charges and other encumbrances in favor of the Lender to secure the obligations in the Security Agreements are hereby released by the Lender; and

(c) the Security Agreements are hereby terminated, canceled and of no further force and effect.

3. Release of Patent and Trademark Security Interests. The Lender, on behalf of itself and its successors, legal representatives and assigns, hereby terminates the Patent Security Agreement and the Trademark 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 it may have, in, to and under the Patent Collateral and the Trademark Collateral, including, but not limited to, the following:

(a) any and all patents, patent applications and other patent rights and any other governmental authority-issued indicia of invention ownership, including the patent listed in the Schedule A attached hereto, and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto;

(b) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, whether registered or unregistered, including the trademark registrations and applications listed in the Schedule B attached hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof;

(c) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) any and all license and other agreements in which the Grantor has granted or is granted a license or other right under any patent or trademark;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

4. Further Assurances. The Lender agrees to procure, deliver or execute and deliver to the Grantor, from time to time, all further releases, termination statements, certificates, instruments and documents, each in form and substance reasonably satisfactory to the Grantor, and take any other actions, as may be reasonably requested by the Grantor or which are required to evidence the consummation of the release contemplated hereby. The Lender hereby authorizes the Grantor, or any other party on behalf

of the Grantor, to prepare and file termination statements, intellectual property releases and other instruments and documents evidencing the consummation of the release contemplated hereby. In consideration of Lender delivering (or authorizing the preparation thereof by the Borrower or any other party on behalf of the Borrower), any releases, terminations, documents and instruments, and performance of any additional acts as are reasonably requested by Borrower to effectuate the release and termination of the security interests in the Collateral contemplated by this letter, the Borrower accepts the responsibility and expense for filing all such releases and terminations with all applicable filing offices.

5. Representations, Warranties and Covenants

The Lender hereby represents, warrants and covenants to the Grantor that:

(a) The Lender has the full authority, right and power to enter into and perform its obligations under this Release without being in breach of any obligations owed by the Lender to any third party; and

(b) The Lender has not assigned, transferred, or otherwise conveyed and will not assign, transfer, or otherwise convey to any third party any right or license under or with respect to the Collateral, including the Patent Collateral and the Trademark Collateral.

6. Miscellaneous.

(a) Binding Agreement. The provisions of this Release are binding upon, and will inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

(b) Counterparts. This Release may be executed in one or more counterparts, each of which shall be an original and all of which, taken together, shall constitute one and the same instrument. Signatures transmitted by electronic mail shall be deemed originals for purposes of this Release.

(c) Entire Agreement. This Release sets forth the entire agreement among the parties relating to the subject matter pertaining hereto, and no term or provision hereof may be amended, changed, waived, discharged or terminated orally or otherwise, except in writing signed by each such party.

[Signature Page Follows]

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

FIRST MERCHANTS BANK

By: William Mayfield
Name: William Mayfield
Title: AVP

ACKNOWLEDGED BY:

INSIGHT 2 DESIGN, LLC

By: _____
Name: _____
Title: _____

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

FIRST MERCHANTS BANK

By: _____

Name: _____

Title: _____

ACKNOWLEDGED BY:

INSIGHT 2 DESIGN, LLC

By: 
Name: Robert G. Levine
Title: President





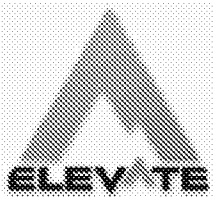

SCHEDULE A

Patents

Patent No.	Issue Date	Title	Assignee/Owner
9,599,327	3/21/2017	Switch for Battery Flashlight to Change Modes	Insight 2 Design, LLC and 5.11, Inc.

SCHEDULE B

Registered Trademarks

Reg. No. or Serial No.	Reg. Date or Filing Date	Mark	Registrant/Owner
87227023	11/4/2016		Insight 2 Design, LLC
87227009	11/4/2016		Insight 2 Design, LLC
5214437	5/30/2017		Insight 2 Design, LLC
5214436	5/30/2017		Insight 2 Design, LLC
4877826	12/29/2015		Insight 2 Design, LLC
4877825	12/29/2015		Insight 2 Design, LLC