

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM590640

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FIRST EAGLE PRIVATE CREDIT, LLC (f/k/a NewStar Financial, Inc.)		08/05/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MR. FOAMER, LLC		
Street Address:	5605 Hiatus Road		
City:	Tamarac		
State/Country:	FLORIDA		
Postal Code:	33321		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5061718	MR. FOAMER	
Registration Number:	4823733	BANANA FOAMER	
Registration Number:	4863033	FOAMINATOR	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2123186532		
Email:	alanagramer@paulhastings.com		
Correspondent Name:	ALANA GRAMER		
Address Line 1:	C/O PAUL HASTINGS LLP		
Address Line 2:	200 Park Avenue		
Address Line 4:	NEW YORK, NEW YORK 10166		
NAME OF SUBMITTER:	Alana Gramer		
SIGNATURE:	/s/ AG		
DATE SIGNED:	08/06/2020		
Total Attachments: 4			
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (the “Release”) is made as of August 5, 2020, by FIRST EAGLE PRIVATE CREDIT, LLC (f/k/a NewStar Financial, Inc.), as administrative agent (in such capacity, “Agent”) for the Secured Parties (as defined in the Security Agreement referred to below), in favor of MR. FOAMER, LLC, a Delaware limited liability company (“Grantor”).

W I T N E S S E T H

WHEREAS, pursuant to (i) that certain Security Agreement, dated as of December 1, 2016, among Grantor, certain affiliates of Grantor party thereto and Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) and (ii) that certain Trademark Security Agreement, dated as of April 16, 2018, by Grantor in favor of Agent (the “Trademark Security Agreement”), Grantor granted to Agent a security interest in and continuing lien on all of Grantor’s right, title and interest in, to and under the IP Collateral (as defined in the Trademark Security Agreement), including, without limitation, the trademarks and trademark applications identified on Schedule 1 attached hereto;

WHEREAS, the Trademark Security Agreement was recorded with the U.S. Patent and Trademark Office on April 17, 2018 at Reel 6315, Frame 0855;

WHEREAS, Grantor has satisfied in full the terms of the Security Agreement and the Trademark Security Agreement and requests a release of the IP Collateral; and

WHEREAS, Agent, on behalf of itself and the other Secured Parties, desires to terminate and grant a release of the IP Collateral as provided in this Release.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent, on behalf of itself and the other Secured Parties, does hereby agree as follows:


1. Agent, on behalf of itself and the other Secured Parties, hereby (a) terminates the Trademark Security Agreement, (b) releases, relinquishes, terminates and discharges the IP Collateral in its entirety and (c) reassigns to Grantor any and all right, title and interest of any nature whatsoever which it may hold in or to the IP Collateral (including, without limitation, the trademarks and trademark applications identified on Schedule 1 attached hereto).
2. Agent, on behalf of itself and the other Secured Parties, hereby authorizes the Grantor and its successors, assigns or other legal representatives to file this Release with the U.S. Patent and Trademark Office to evidence and effectuate the release and termination of the Agent’s security interest in the IP Collateral.
3. At the reasonable request and sole expense of Grantor, Agent, on behalf of itself and the other Secured Parties, agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions necessary to carry out the purposes of this Release.
4. Delivery of an executed signature page of this Release by facsimile or electronic transmission (e.g., email of a PDF file) shall be as effective as delivery of a manually executed counterpart hereof. The words “executed,” “signed,” “signature,” and words of like import in this Release shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures

in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[Signature page follows]

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

FIRST EAGLE PRIVATE CREDIT, LLC (f/k/a
NewStar Financial, Inc.), as Agent

By: 
Name: Michelle Handy
Title: Managing Director

[Release of Security Interest in Trademarks]

TRADEMARK
REEL: 007022 FRAME: 0112

Schedule 1

United States Trademark Registrations and Trademark Applications

Registered Owner/ Grantor	Trademark	Registration No. or Application No.
Mr. Foamer, LLC	MR. FOAMER	5,061,718
Mr. Foamer, LLC	BANANA FOAMER	4,823,733
Mr. Foamer, LLC	FOAMINATOR	4,863,033