

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM637789

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|---|---|-----------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| SEQUENCE: | 1 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Sterling National Bank | | 10/11/2019 | National Banking Association: NEW YORK |
| RECEIVING PARTY DATA | | | |
| Name: | Luther Appliance & Furniture Sales Acquisition, LLC | | |
| Street Address: | c/o Velocity Group 290 Broadhollow Road | | |
| Internal Address: | Suite 220 East Tower | | |
| City: | Melville | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 11747 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3688969 | LUXURY MADE EASY | |
| 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: | 2159814538 | | |
| Email: | Peter.Wakiyama@troutman.com | | |
| Correspondent Name: | Peter T Wakiyama | | |
| Address Line 1: | 3000 Two Logan Square | | |
| Address Line 4: | Philadelphia, PENNSYLVANIA 19103 | | |
| ATTORNEY DOCKET NUMBER: | 148026.00002 | | |
| NAME OF SUBMITTER: | Peter T Wakiyama | | |
| SIGNATURE: | /ptw/ | | |
| DATE SIGNED: | 04/08/2021 | | |
| Total Attachments: 6 | | | |
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RELEASE OF TRADEMARK SECURITY INTEREST

This **RELEASE OF TRADEMARK SECURITY INTEREST** (this “**Release**”) is made and entered into as of March 12, 2021, with effect as of October 11, 2019 (the “**Effective Date**”), and granted by Sterling National Bank (together with its successors and assigns, “**Secured Party**”), as successor-in-interest to HVB Capital Credit LLC, in favor of Luther Appliance & Furniture Sales Acquisition, LLC (together with its successors and assigns, “**Luther Acquisition**”).

WHEREAS, Luther Appliance & Furniture Sales, Inc. (“**Luther**”) and King Approvals Inc. (“**King**”) (Luther and King, collectively, “**Debtors**”) and Secured Party have entered into various financing arrangements pursuant to which, among other things, Secured Party made advances and provided factoring and other financial accommodations to Debtors as set forth in that certain Loan and Security Agreement, dated December 8, 2014, by and between Secured Party and Debtors (the “**Loan Agreement**”);

WHEREAS, as a condition to providing such financial accommodations, Secured Party required, among other things, the execution and delivery of that certain Trademark Security Agreement, dated December 8, 2014, between Secured Party and Luther, which is recorded in the United States Patent & Trademark Office at Reel/Frame: 5149/321 (the “**Trademark Security Agreement**”) (the Loan Agreement and the Trademark Security Agreement together with all other agreements, documents and instruments at any time executed in connection therewith or related thereto, the “**Loan Documents**”);

WHEREAS, pursuant to the Loan Agreement and the other Loan Documents, Debtors granted to Secured Party a continuing priority security interest in and general lien upon all assets and properties of Debtors, including those trademark assets of Luther, together with the goodwill associated therewith, set forth in the Trademark Security Agreement and listed on **Exhibit A** attached hereto;

WHEREAS, as a result of the occurrence and continuance of certain defaults under the Loan Agreement and the other Loan Documents, and in recognition of the rights of Secured Party as a secured party under the Uniform Commercial Code as enacted in all relevant jurisdictions (the “**UCC**”) and other applicable law, Debtors surrendered, delivered and granted to Secured Party peaceful possession of certain assets of Debtors, including those trademark assets of Luther, together with the goodwill associated therewith, set forth in the Trademark Security Agreement and listed on **Exhibit A** attached hereto, pursuant to that certain letter agreement, dated October 11, 2019, by and between Secured Party and Debtors;

WHEREAS, subject to the terms and conditions of that certain Secured Party Bill of Sale, dated October 11, 2019, by and between Secured Party and Luther Acquisition and certain provisions of that certain Secured Creditor Asset Purchase Agreement, dated October 11, 2019, by and among Debtors, VacationWiser.com, Inc., a Delaware corporation, Secured Party and Luther Acquisition (the “**Purchase Agreement**”), in accordance with Sections 9-610 and 9-617(a) of the UCC, Secured Party irrevocably sold, transferred, assigned and delivered unto Luther Acquisition, all right, title and interest of Debtors in and to all assets of Debtors (other than Excluded Assets, as such term is defined in the Purchase Agreement), including those trademark assets of Luther,

together with the goodwill associated therewith, set forth in the Trademark Security Agreement and listed on **Exhibit A** attached hereto, free and clear of all security interests and liens of Secured Party, any other interests of Secured Party and any security interests or liens junior to the security interests or liens of Secured Party; and

WHEREAS, Secured Party and Luther Acquisition are entering into this Release to confirm, effectuate, evidence and record the foregoing release and assignment.

NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby state as follows:

1. **Release of Security Interest.** Secured Party hereby confirms that, as of the Effective Date, it has terminated the Trademark Security Agreement and terminated, released and discharged all security interests that it has pursuant to the Loan Documents in all right, title and interest of Luther in those trademark assets of Luther, together with the goodwill associated therewith, set forth in the Trademark Security Agreement and listed on **Exhibit A** attached hereto, and, irrevocably sold, transferred, assigned and delivered unto Luther Acquisition all such right, title and interest. Notwithstanding the foregoing, to the extent not previously effective, Secured Party hereby terminates the Trademark Security Agreement and terminates, releases and discharges all security interests that it has pursuant to the Loan Documents in all right, title and interest of Luther in those trademark assets of Luther, together with the goodwill associated therewith, set forth in the Trademark Security Agreement and listed on **Exhibit A** attached hereto, and, irrevocably sells, transfers, assigns and delivers unto Luther Acquisition all such right, title and interest, with effect as of the Effective Date.

2. **Release by Luther Acquisition.** Luther Acquisition, on behalf of itself and its successors, assigns, and other legal representatives, hereby releases Secured Party, and its successors and assigns, and its present and former shareholders, affiliates, subsidiaries, directors, officers, attorneys, employees, agents and other representatives (Secured Party and all such other Persons being hereinafter referred to collectively as the “**Releasees**” and individually as a “**Releasee**”), of and from all demands, actions, causes of action, damages and any and all other claims and liabilities whatsoever (individually, a “**Claim**” and collectively, “**Claims**”) of every name and nature, known or unknown, both at law and in equity, which Luther Acquisition or any of its successors, assigns, or other legal representatives may now or hereafter have or claim to have against the Releasees or any of them for, upon, or by reason of any circumstance, action, cause or thing whatsoever in any way in connection with Secured Party’s not delivering this Release to Luther Acquisition prior to the date hereof.

3. **Recordation; Further Assurances.** Secured Party hereby authorizes Luther Acquisition and its authorized representatives to record this Release with the United States Patent and Trademark Office and agrees to take all further actions, and provide to Luther Acquisition and its authorized representatives all such reasonable cooperation and assistance, including the execution and delivery of all further documents or other instruments, reasonably requested by Luther Acquisition and its authorized representatives, at Luther Acquisition’s sole cost and expense, to confirm, effectuate, evidence or record this Release.

4. Governing Law. This Release and any cause of action, claim, controversy or dispute arising out of or relating to this Release will be governed by and construed in accordance with the laws of the United States and the State of New York, with regard to any conflict of laws principles.

[signature page follows]

IN WITNESS WHEREOF, Secured Party has caused this Release to be executed and delivered by its duly authorized officer as of the Effective Date.

Sterling National Bank

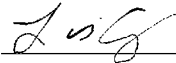
By: 
Name: David Johnson
Title: Director, Loan Workout

[Signature Page to Release]

TRADEMARK
REEL: 007249 FRAME: 0523

IN WITNESS WHEREOF, Luther Acquisition has caused this Release to be executed and delivered by its duly authorized officer as of the Effective Date.

Luther Appliance & Furniture Sales Acquisition, LLC

By: 

Name: Lisa Gioia Fallah

Title: Manager and Sole Member

[Signature Page to Release]

TRADEMARK
REEL: 007249 FRAME: 0524

Exhibit A

| Mark | Registration Number |
|------------------|----------------------------|
| LUTHER SALES | 5,250,111 |
| LUXURY MADE EASY | 3,688,969 |