# OP \$40.00 3950733

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM658692

Stylesheet Version v1.2

SUBMISSION TYPE:NEW ASSIGNMENTNATURE OF CONVEYANCE:RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
McLarty Capital Partners SBIC II, L.P.		07/07/2021	Limited Partnership: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Fortbrand Service LLC		
Street Address:	50 Fairchild Court		
City:	Plainview		
State/Country:	NEW YORK		
Postal Code:	11803		
Entity Type:	Limited Liability Company: DELAWARE		

# **PROPERTY NUMBERS Total: 1**

Property 7	Гуре	Number	Word Mark
Registration N	umber:	3950733	VAMMAS

#### CORRESPONDENCE DATA

**Fax Number:** 2158325619

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:** 215-569-5619

**Email:** pecsenye@blankrome.com

**Correspondent Name:** Timothy D. Pecsenye (074658-01504)

Address Line 1: Blank Rome LLP

Address Line 2: One Logan Square, 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	074658-01504
NAME OF SUBMITTER:	Timothy D. Pecsenye
SIGNATURE:	/Timothy D. Pecsenye/
DATE SIGNED:	07/08/2021

#### **Total Attachments: 4**

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TRADEMARK REEL: 007349 FRAME: 0272 source=(126320969)\_(1)\_Amend 3 - McLarty IP Security Agreement Termination (PNC\_Fortbrand)#page4.tif

TRADEMARK REEL: 007349 FRAME: 0273

# TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Termination"), is dated as of July 7, 2021, and made by MCLARTY CAPITAL PARTNERS SBIC II, L.P. (D.B.A. The Firmament Group), in its capacity as "Agent" under the Credit Agreement referenced below (together with its successors and assigns in such capacity, including any replacement or successor "Agent" appointed under the Credit Agreement, the "Agent").

WHEREAS, pursuant to that certain (a) Term Loan, Guaranty, and Security Agreement, dated of March 11, 2019 (the "Credit Agreement"), by and among the Agent, the various financial institutions party thereto from time to time as lenders (collectively, the "Lenders"), Fortbrand Services LLC, a Delaware limited liability company ("Fortbrand" and any other Person party to the Security Agreement (as defined below) as a grantor of liens thereunder from time to time, collectively, "Grantors" and each a "Grantor"), each other Person joined thereto as a borrower or guarantor from time to time (collectively, the "Loan Parties"), and (b) Intellectual Property Security Agreement, dated as of March 11, 2019, by Grantors in favor of Agent (the "Security Agreement"), Grantors granted to Agent, for its own benefit and for the ratable benefit of the Secured Parties (as defined in the Credit Agreement), a security interest in certain collateral, including the Intellectual Property Collateral (as hereinafter defined);

WHEREAS, the Security Agreement was recorded at the United States Patent and Trademark Office ("<u>USPTO</u>") on April 18, 2019, at Reel 006622 and Frame 0771;

WHEREAS, in connection with that certain letter agreement regarding the payoff of the Credit Agreement executed by Agent on or about April 14, 2021 (the "<u>Termination Date</u>"), *inter alia*, the Credit Agreement and all Other Documents, and all security interests, liens and other encumbrances which any Loan Party had or may have granted to the Agent or Lenders in, on or against such Loan Party's property or assets, as the case may be, were terminated, discharged and released; and

WHEREAS, Agent now desires to execute this Termination to further evidence the termination and release of its security interests in the Intellectual Property Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination, Agent hereby states as follows:

- 1. <u>Definitions</u>. The term "Intellectual Property Collateral," as used herein, shall have the meaning set forth in the Security Agreement and shall mean and include, without limitation, all of the Grantor's right, title and interest of every kind and nature as of the Termination Date in the trademarks listed on <u>Schedule A</u> hereto.
- 2. <u>Release of Security Interest.</u> Pursuant to the termination of the Credit Agreement and all Other Documents, including, without limitation, the Security Agreement, on the Termination Date, the entirety of any and all liens or security interests that Agent may have had in, and all claims, whether existing as of the Termination Date or thereafter acquired or created, pursuant to the Credit Agreement and/or Security Agreement, in the Intellectual Property Collateral, including, without limitation, the trademarks listed on <u>Schedule A</u> hereto, and, all associated goodwill, were terminated, released and discharged, effective as of the Termination Date.
- 3. <u>Further Assurances.</u> Agent hereby authorizes Grantor or an authorized representative of Grantor to record this Termination with the USPTO, and hereby requests the Commissioner of Patents and Trademarks of the United States of America to note and record the existence of the release evidenced hereby.

TRADEMARK REEL: 007349 FRAME: 0274 4. <u>Governing Law.</u> The terms and provisions of this Termination shall be interpreted in accordance with the laws of the State of California. [Signature page follows.]

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

MCLARTY CAPITAL PARTNERS SBIC II, L.P., as Agent

By: McLarty Capital Partners SBIC II, LLC, its general partner

By:

Name: Christopher D. Smith

Title: Co-Founder & Co-President

# Schedule A

Grantor	Nime	Scrial No.	Filings Date	Registration No.	Registration Date
Fortbrand Services LLC	VAMMAS	85/115,518	August 25, 2010	3,950,733	April 26, 2011

**RECORDED: 07/08/2021** 

TRADEMARK REEL: 007349 FRAME: 0277