# CH \$90.00 5181445

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM714234

| SUBMISSION TYPE:      | NEW ASSIGNMENT               |
|-----------------------|------------------------------|
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST |

### **CONVEYING PARTY DATA**

| Name  | Formerly | Execution Date | Entity Type  |
|---|----------|----------------|--------------|
| Stellus Capital Investment<br>Corporation, as Agent |          | 03/08/2022     | Corporation: |

### **RECEIVING PARTY DATA**

| Name:           | Compass Richmar, LLC                |  |
|-----------------|-------------------------------------|--|
| Street Address: | 6753 Engle Rd.                      |  |
| City:           | Middleburg Heights                  |  |
| State/Country:  | OHIO                                |  |
| Postal Code:    | 44130                               |  |
| Entity Type:    | Limited Liability Company: DELAWARE |  |

### **PROPERTY NUMBERS Total: 3**

| Property Type        | Number  | Word Mark  |
|----------------------|---------|------------|
| Registration Number: | 5181445 | RICHMAR    |
| Registration Number: | 2804127 | AUTOSOUND  |
| Registration Number: | 1839926 | THERATOUCH |

### **CORRESPONDENCE DATA**

Fax Number:

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: 1404215366413664
Email: afasolino@kslaw.com
Correspondent Name: Anthony Fasolino
Address Line 1: 1180 Peachtree St NE
Address Line 4: Atlanta, GEORGIA 30309

| NAME OF SUBMITTER: | Anthony Fasolino   |
|--------------------|--------------------|
| SIGNATURE:         | /Anthony Fasolino/ |
| DATE SIGNED:       | 03/14/2022         |

### **Total Attachments: 3**

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> TRADEMARK REEL: 007659 FRAME: 0156

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# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of March 8, 2022 ("<u>Release</u>"), is made by Stellus Capital Investment Corporation, as Agent ("Agent") in favor of Compass Richmar, LLC, a Delaware limited liability company ("Grantor").

WHEREAS, pursuant to that certain Second Lien Guarantee and Collateral Agreement dated as of March 26, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") by and among the Grantor, Agent, and others party thereto, and the Second Lien Trademark Security Agreement dated as of June 14, 2018 by and among the Grantor and Agent ("Trademark Security Agreement"), Grantor granted to the Agent, for the benefit of the Secured Parties, a lien on and security interest in Grantor's entire right, title and interest in and to (i) each Trademark listed on Schedule I annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and, (ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any such Trademark, or (b) injury to the goodwill associated with any such Trademark (collectively, the "Trademark Collateral"); and

**WHEREAS**, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office ("<u>USPTO</u>") on June 15, 2018 at Reel 6354 Frame 0297.

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

- **SECTION 1**. <u>Defined Terms</u>. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Collateral Agreement or Trademark Security Agreement.
- **SECTION 2**. <u>Termination and Release</u>. Agent, on behalf of the Secured Parties, without any representation, warranty, recourse, or undertaking of any kind (whether express or implied), hereby:
- (a) terminates, cancels, discharges, and releases the lien on and security interest in Grantor's entire right, title and interest in and to the Trademark Collateral, including, but not limited to, the foregoing listed on <u>Schedule I</u> annexed hereto, granted pursuant to the Collateral Agreement or Collateral Agreement or Trademark Security Agreement; and
  - (b) authorizes the recordation of this Release with the USPTO at Grantor's expense.
- **SECTION 3**. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

TRADEMARK
REEL: 007659 FRAME: 0157

**RECORDED: 03/14/2022** 

IN WITNESS WHEREOF, the Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Agent:

Stellus Capital Investment Corporation, as Agent

By: Name: W. Todd Huskinson
Title: Authorized Signatory

**TRADEMARK REEL: 007659 FRAME: 0158**