# CH \$290.00 59927

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM731334

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

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type	
PIPER SANDLER FINANCE LLC		05/25/2022	Limited Liability Company: DELAWARE	

### **RECEIVING PARTY DATA**

Name:	HOMEBOT, INC.		
Street Address:	1333 North California Blvd., Suite 448		
City:	Walnut Creek		
State/Country:	CALIFORNIA		
Postal Code:	94596		
Entity Type:	Corporation: DELAWARE		
Name:	TRANSCENDANT SOLUTIONS, LLC		
Street Address:	1333 North California Blvd., Suite 448		
City:	Walnut Creek		
State/Country:	CALIFORNIA		
Postal Code:	94596		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	FIVEPALS, INC.		
Street Address:	1333 North California Blvd., Suite 448		
City:	Walnut Creek		
State/Country:	CALIFORNIA		
Postal Code:	94596		
Entity Type:	Corporation: DELAWARE		
Name:	Work Space LLC		
Street Address:	1333 North California Blvd., Suite 448		
City:	Walnut Creek		
State/Country:	CALIFORNIA		
Postal Code:	94596		
Entity Type:	Limited Liability Company: MICHIGAN		

## **PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark		
Registration Number:	5992758	НОМЕВОТ	TRADEMARK	

900697622 REEL: 007738 FRAME: 0685

Property Type	Number	Word Mark
Registration Number:	6158861	HOMEBOT
Serial Number:	88589580	
Registration Number:	6203357	
Registration Number:	6203356	
Serial Number:	88589567	
Registration Number:	3800406	TRANSCENDENT
Registration Number:	2820052	SETS
Registration Number:	2570254	WINTRACK
Registration Number:	4971278	ALICE
Registration Number:	4991878	A

### **CORRESPONDENCE DATA**

**Fax Number:** 4152687522

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:** 4152687810

Email: hcheng@mofo.com

Correspondent Name: Muzamil Huq
Address Line 1: 425 Market Street

Address Line 2: Morrison & Foerster LLP

Address Line 4: San Francisco, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER:	78559-82	
NAME OF SUBMITTER:	Muzamil Huq	
SIGNATURE:	/mhuq/	
DATE SIGNED:	05/31/2022	

### **Total Attachments: 4**

source=ASG II - Trademark Release (Executed May 25, 2022)#page1.tif source=ASG II - Trademark Release (Executed May 25, 2022)#page2.tif source=ASG II - Trademark Release (Executed May 25, 2022)#page3.tif source=ASG II - Trademark Release (Executed May 25, 2022)#page4.tif

### **TERMINATION OF TRADEMARK SECURITY AGREEMENT**

This Termination of Trademark Security Agreement, dated as of May 25, 2022 (this "Termination"), is made by PIPER SANDLER FINANCE LLC ("PSF"), in its capacity as collateral agent (together with its successors and permitted assigns, the "Collateral Agent") for the benefit of the Secured Parties from time to time party to that certain Credit Agreement, dated as of January 15, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among ASG II, LLC (the "Borrower"), ASG HOLDCO II, LLC ("Parent"), any Subsidiaries of Parent that are Guarantors or became Guarantors thereunder pursuant to Section 8.10 of the Credit Agreement (such Persons, together with Parent, collectively, the "Guarantors", and, together with Borrower, collectively, the "Credit Parties" and each a "Credit Party"), the lenders from time to time party thereto, the Collateral Agent, and PSF, as administrative agent for the lenders (in such capacity, together with its successors and assigns, in such capacity, the "Administrative Agent", and together with the Collateral Agent, collectively the "Agents" and each an "Agent").

WHEREAS, in connection with the Agreement, the Credit Parties executed and delivered a Guaranty and Security Agreement, dated as of January 15, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Collateral Agent for the benefit of the Secured Parties.

WHEREAS, pursuant to the Security Agreement, the Credit Parties pledged and granted to the Collateral Agent for the benefit of the Secured Parties, a continuing security interest in any and all right, title and interest of the Credit Parties in and to all Intellectual Property, including the Trademarks and Trademark Licenses;

WHEREAS, pursuant to (i) that certain Trademark Security Agreement, dated as of January 15, 2021 ("TSA 1"), recorded in the United States Patent and Trademark Office on January 15, 2021 at Reel 7163, Frame 0135 and (ii) that certain Trademark Security Agreement, dated as of July 30, 2021 ("TSA 2" and together with TSA 1, the "Trademark Security Agreements"), recorded in the United States Patent and Trademark Office on July 30, 2021 at Reel 7371, Frame 0358, HOMEBOT, INC., TRANSCENDANT SOLUTIONS, LLC, WORK SPACE LLC, and FIVEPALS, INC. (each, a "Grantor" and collectively, the "Grantors") party thereto granted to the Collateral Agent, on behalf and for the benefit of the Secured Parties, and to secure the prompt and complete payment and performance of all of Secured Obligations, a security interest in, all of their right, title and interest in, to and under the Trademark Collateral (as defined in the applicable Trademark Security Agreement), including, without limitation, those items listed on Schedule A attached hereto, the "Trademarks"; and

WHEREAS, the Collateral Agent wishes to provide a document suitable for recording in the United States Patent and Trademark Office for purposes of recording the release, relinquishment and discharge of its security interest in the Trademarks.

NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, the Collateral Agent hereby agrees as follows:

- 1. <u>Defined Terms</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the applicable Trademark Security Agreement, the Security Agreement or the Credit Agreement, as applicable.
- 2. Release of Security Interest. The Collateral Agent hereby irrevocably (i) terminates the Trademark Security Agreements and (ii) releases, relinquishes, terminates, cancels, discharges and reassigns to each of the Grantors, its continuing security interest in all of each such Grantor's right, title and interest in, to and under the Trademark Collateral (including the Trademarks) arising under the Security Agreement and Trademark Security Agreements.
- 3. <u>Authorization to Record</u>. The Collateral Agent authorizes and requests that the United States Patent and Trademark Office and any applicable government officer record this Release.
- 4. <u>Governing Law</u>. This Release shall be governed by and construed in accordance with the laws of the State of New York.

[signature page follows]

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IN WITNESS WHEREOF, the parties have caused this Termination to be duly executed as of the date first written above.

Piper Sandler Finance LLC		
By:		
Name:	Amrit Agrawal	
Title:	Chief Investment Officer	

# **SCHEDULE A**

OWNER/ APPLICANT	TRADEMARK NAME	REGISTRATION/ APPLICATION NUMBER	REGISTRATION/ APPLICATION DATE	JURISDICT ION
Homebot, Inc.	HOMEBOT	5,992,758	12/05/18	United States
Homebot, Inc.	HOMEBOT	6,158,861 88/218,308	09/22/20 12/05/18	United States
Homebot, Inc.	HOMEBOT Logo (B&W)	88/589,580 (ITU)	08/22/19	United States
Homebot, Inc.	HOMEBOT Logo (B&W)	6,203,357 88/589,571	11/24/20 08/22/19	United States
Homebot, Inc.	HOMEBOT Logo (Color)	6,203,356 88/589,564	11/24/20 08/22/19	United States
Homebot, Inc.	HOMEBOT Logo (Color)	88/589,567 (ITU)	08/22/19	United States
Transcendent Solutions, LLC	TRANSCENDENT	3800406	06/08/2010	United States
Transcendent Solutions, LLC	SETS	2820052	03/02/2004	United States
Transcendent Solutions, LLC	WINTRACK	2570254	05/14/2002	United States
Fivepals, Inc.	ALICE	4,971,278	06/07/2016	USA
Fivepals, Inc.		4,991,878	07/05/2016	USA

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**RECORDED: 05/31/2022**