

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM773073

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900720884		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Whitehorse Capital Management, LLC	FORMERLY WhiteHorse Lending, LLC	08/19/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	FRCH Design Worldwide - Cincinnati, LLC		
Street Address:	311 Elm Street		
Internal Address:	Suite 600		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45202		
Entity Type:	Limited Liability Company: OHIO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4970751	BRAND ACTUALIZATION	
Registration Number:	1991080	FRCH DESIGN WORLDWIDE	
Registration Number:	3298041	FRCH DESIGN WORLDWIDE	
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:	212-728-8000		
Email:	ipdept@willkie.com		
Correspondent Name:	Genevieve Dorment		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	125527/23		
NAME OF SUBMITTER:	Genevieve Dorment		
SIGNATURE:	/Genevieve Dorment/		
DATE SIGNED:	12/09/2022		

Total Attachments: 3

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of August 19, 2022, is made by Whitehorse Capital Management, LLC (f/k/a WhiteHorse Lending, LLC), as collateral agent (the “Collateral Agent”) in favor of FRCH Design Worldwide – Cincinnati, LLC (the “Company”). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement or, if not defined therein, in the Security Agreement.

WHEREAS, the Company and the Collateral Agent are party to that certain Security Agreement, dated as of January 9, 2018 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”), pursuant to which the Company granted to the Collateral Agent, among other Collateral as defined and set forth in the Security Agreement, a security interest in and to the Trademark Collateral (as that term is defined in the Trademark Security Agreement, as hereinafter defined);

WHEREAS, in furtherance of the Security Agreement, the Company executed that certain Trademark Security Agreement, dated as of January 9, 2018, and recorded with the United States Patent and Trademark Office on January 9, 2018 at Reel/Frame 6246/0143 (the “Trademark Security Agreement”);

WHEREAS, the Collateral Agent wishes to terminate and release its security interest in, and restore all right, title and interest in and to the Trademark Collateral;

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, Collateral Agent hereby releases, terminates, discharges, quitclaims and relinquishes to the Company any and all security interests and liens it has in the continuing security interest granted, mortgaged, pledged and hypothecated by Company in favor of Collateral Agent in the Trademark Collateral, including the trademarks listed on Schedule A attached hereto.

Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the intents and purposes of this Release.

This Release may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall be one and the same instrument. This Release shall be deemed to include Electronic Signatures (as defined below), deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be. “Electronic Signatures” means any electronic symbol or process attached to, or associated with, any contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

**WHITEHORSE CAPITAL MANAGEMENT, LLC (f/k/a
WHITEHORSE LENDING LLC),**
as Collateral Agent

By: 

Name: Richard Siegel

Title: Authorized Signatory

[Signature Page to Release of Security Interest in Trademarks]

TRADEMARK
REEL: 007891 FRAME: 0339

SCHEDULE A

TRADEMARK REGISTRATIONS/APPLICATIONS

Grantor	Mark	Application/ Registration No.	App/Reg Date
FRCH Design Worldwide – Cincinnati, LLC	BRAND ACTUALIZATION	4,970,751	May 31, 2016
FRCH Design Worldwide – Cincinnati, LLC	FRCH DESIGN WORLDWIDE	1,991,080	August 6, 1996
FRCH Design Worldwide – Cincinnati, LLC	FRCH DESIGN WORLDWIDE (typed drawing)	3,298,041	September 26, 2007