

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM778215

| | |
|------------------------------|---|
| SUBMISSION TYPE: | RESUBMISSION |
| NATURE OF CONVEYANCE: | Termination and Release of Intellectual Property Security Agreement |
| RESUBMIT DOCUMENT ID: | 900729958 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------------------------|----------|----------------|------------------------|
| Canadian Imperial Bank of Commerce | | 11/03/2022 | Chartered Bank: CANADA |

RECEIVING PARTY DATA

| | |
|------------------------|-------------------------------------|
| Name: | OrderMyGear LLC |
| Street Address: | 2211 Commerce Street |
| City: | Dallas |
| State/Country: | TEXAS |
| Postal Code: | 75201 |
| Entity Type: | Limited Liability Company: DELAWARE |

PROPERTY NUMBERS Total: 1

| Property Type | Number | Word Mark |
|-----------------------------|---------|-------------|
| Registration Number: | 5139292 | ORDERMYGEAR |

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: 212.318.6000
Email: yoosonlee@paulhastings.com
Correspondent Name: Yooson Sandy Lee
Address Line 1: Paul Hastings LLP
Address Line 2: 200 Park Avenue
Address Line 4: New York, NEW YORK 10166

| | |
|---------------------------|----------------------|
| NAME OF SUBMITTER: | Yooson Sandy Lee |
| SIGNATURE: | /s/ Yooson Sandy Lee |
| DATE SIGNED: | 01/04/2023 |

Total Attachments: 4

source=Trademark Termination and Release OrderMyGear LLC (REVISED)#page1.tif
source=Trademark Termination and Release OrderMyGear LLC (REVISED)#page2.tif
source=Trademark Termination and Release OrderMyGear LLC (REVISED)#page3.tif

**TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

November 3, 2022

This Termination and Release of Intellectual Property Security Agreement (this “*Release*”) is made with regard to that certain Intellectual Property Security Agreement entered into as of February 22, 2022 (the “*Agreement*”), as amended from time to time, by **Canadian Imperial Bank of Commerce** (“*Bank*”) for the benefit of **OrderMyGear LLC**, a Delaware limited liability company (the “*Grantor*”). Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

WHEREAS, Bank agreed to make certain advances of money and to extend certain financial accommodations to the Grantor in the amounts and manner set forth in that certain Loan and Security Agreement, dated as of February 22, 2022, by and between Bank and Grantor (as amended to date, the “*Loan Agreement*”).

WHEREAS, pursuant the Loan Agreement, the parties entered into the Agreement which was recorded on February 22, 2022 at Reel 7640 Frame 0761 in the Trademark division of the U.S. Patent and Trademark Office, the Grantor granted the Bank a security interest in certain Intellectual Property collateral, listed on Exhibit A hereto (the “*Trademarks*”);

WHEREAS, the Grantor has paid and satisfied in full its Obligations under the Loan Agreement, and the parties desire to enter into this Release to confirm that the Bank has released its security interests in and to the Intellectual Property collateral and to expunge any recordation of the Security Interest insofar as it pertains to the Intellectual Property collateral.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Bank forever releases and discharges the entire Security Interest in and to all of the Intellectual Property collateral, including the Trademarks, Trademark applications, Patents, Patent applications and Copyrights, granted to the Bank by the Agreement.

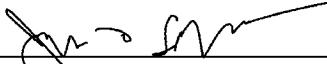
The Bank hereby agrees to execute such instruments, to take such other actions, and to give such further assurances as the Grantor reasonably shall request to terminate any security interest in the Intellectual Property collateral pursuant to the Agreement and otherwise to effectuate the release of all recordations of such Security Interest in the Intellectual Property Collateral.

The Bank acknowledges and agrees that the Grantor and its successors and assigns may rely upon this Release. The Bank represents and warrants that it has not transferred or assigned all or any part of the Security Interest in the Intellectual Property Collateral to any third party, and that it has all necessary authority to execute this Release and grant the releases and discharges and all other rights set forth herein.

[signature follows on next page]

IN WITNESS WHEREOF, the Bank has caused this Release to be executed by a duly authorized officer thereunto.

CANADIAN IMPERIAL BANK OF
COMMERCE

By: 
Name: Jonathan Schupack
Title: Assistant General Manager


By: 
Name: John Turner
Title: Assistant General Manager

EXHIBIT A

Trademark Registrations

| <u>Reg. Number</u> | <u>Mark</u> | <u>Registration Date</u> |
|--------------------|-------------|--------------------------|
| 5139292 | ORDERMYGEAR | February 7, 2017 |