ETAS ID: TM771498

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

**SUBMISSION TYPE: NEW ASSIGNMENT** 

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
White Oak Global Advisors, LLC		11/30/2022	Limited Liability Company:

## **RECEIVING PARTY DATA**

Name:	North Atlantic Imports, LLC		
Street Address:	1073 W. 1700 N.		
Internal Address:	Attention: Garrett Bowman		
City:	Logan		
State/Country:	UTAH		
Postal Code:	84321		
Entity Type:	Limited Liability Company: UTAH		
Name:	Cowell International Inc.		
Street Address:	1073 W. 1700 N.		
Internal Address:	Attention: Garrett Bowman		
City:	Logan		
State/Country:	UTAH		
Postal Code:	84321		
Entity Type:	Corporation: UTAH		

## **PROPERTY NUMBERS Total: 18**

Property Type	Number	Word Mark		
Registration Number:	6342965	FLEXFOLD		
Registration Number:	6206153	BLACKSTONE		
Registration Number:	5956564	BLACKSTONE		
Registration Number:	5449608	BLACKSTONE		
Registration Number:	5449609			
Registration Number:	5628498			
Registration Number:	5392289	BLACKSTONE		
Registration Number:	4960620	RINGTONS		
Registration Number:	3724005	2STONE		
Registration Number:	3625306	BLACKSTONE		
Serial Number:	90127695	FORNOTECA		
	•		TRADEMARK	

**REEL: 007915 FRAME: 0389** 

900735590

Property Type	Number	Word Mark
Serial Number:	88810661	ADVENTURE READY
Serial Number:	88947952	2STONE
Serial Number:	88810681	COOK ANYTHING, ANYTIME, ANYWHERE
Serial Number:	88811394	PRO SERIES BY BLACKSTONE
Serial Number:	88812106	IRON FORGED
Serial Number:	88285100	GRIDDLE MORE BLACKSTONE
Serial Number:	87754204	BLACKSTONE

#### 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:** 4159848700

Email: mpatton@omm.com

Correspondent Name: Madeleine Patton / Declan P. Kelly
Address Line 1: Two Embarcadero Center, 28th Floor
Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	0627550-00005
NAME OF SUBMITTER:	Madeleine Patton
SIGNATURE:	/Madeleine Patton/
DATE SIGNED:	12/02/2022

#### **Total Attachments: 5**

source=WO\_North Atlantic - Trademark Security Agreement Release [Executed]#page1.tif source=WO\_North Atlantic - Trademark Security Agreement Release [Executed]#page2.tif source=WO\_North Atlantic - Trademark Security Agreement Release [Executed]#page3.tif source=WO\_North Atlantic - Trademark Security Agreement Release [Executed]#page4.tif source=WO\_North Atlantic - Trademark Security Agreement Release [Executed]#page5.tif

#### RELEASE OF TRADEMARK SECURITY AGREEMENT

This Release of Trademark Security Agreement (this "Release") is dated as of November 30, 2022, with reference to (i) that certain Trademark Security Agreement, dated as of October 15, 2021 (the "Trademark Security Agreement"), by and among Cowell International Inc., a Utah corporation ("Cowell"), North Atlantic Imports, LLC, a Utah limited liability company ("Borrower", and together with Cowell, the "Grantors"), and White Oak Global Advisors, LLC, a Delaware limited liability company, as Administrative Agent and (ii) that certain Loan Agreement, dated as of October 15, 2021 (and as amended, supplemented, restated or otherwise modified prior to the date hereof, the "Loan Agreement"), among Holdings (as defined therein), as a Guarantor, Borrower, the several financial institutions from time to time party thereto as Lenders, and Administrative Agent. Capitalized terms used but not otherwise defined in this Release have the meanings set forth for such terms in the Security Documents, as defined below.

WHEREAS, it was a condition precedent to the Lenders making any loans or otherwise extending credit to the Borrower under the Loan Agreement that the Grantors execute and deliver to Administrative Agent, the Trademark Security Agreement, a Guaranty and Security Agreement, and a Patent Security Agreement, all dated as of October 15, 2021 (collectively, the "Security Documents");

WHEREAS, Grantors have executed and delivered to Administrative Agent, for the benefit of the Lending Parties, the Security Documents, pursuant to which the Grantors have granted to Administrative Agent (i) a security interest in certain of each Grantor's personal property, including, without limitation, the Trademarks and Trademark Intellectual Property Licenses listed on <u>Schedule I</u> attached hereto (collectively, the "<u>Trademark Collateral</u>") to secure the payment and performance of the Obligations;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on October 15, 2021 at Reel/Frame No.: 7453/0831 and granted a security interest in the Trademark Collateral (such term, as used herein, as defined in the Trademark Security Agreement) including the Trademarks listed on Schedule I attached hereto;

WHEREAS, Administrative Agent desires to release and terminate its security interest in the Trademark Collateral including the Trademarks identified on <u>Schedule I</u> attached hereto;

WHEREAS, Grantors desire to record this instrument to evidence termination of the security interest in the Trademark Collateral.

NOW, THEREFORE, Administrative Agent hereby terminates, releases, and discharges fully, the security interest in and lien on the Trademark Collateral (including, without limitation, the Trademarks listed on Schedule I attached hereto) as granted pursuant to the Trademark Security Agreement and the other Security Documents and any rights Administrative Agent may have in the Trademark Collateral are hereby reconveyed, transferred, and assigned to the recorded owner, as applicable, without recourse, representation or warranty of any kind, and any right, title or interest of Administrative Agent in the Trademark Collateral shall hereby cease and become void. Administrative Agent hereby transfers, re-conveys and re-assigns to the

recorded owner, as applicable, any and all right, title and interest in and to the Trademark Collateral as granted pursuant to the Trademark Security Agreement, together with the goodwill of the business symbolized by and associated with the Trademark Collateral, including all common law rights and trademark registrations for the Trademark Collateral, all rights to income, royalties, and license fees deriving from the Trademark Collateral, all claims for damages by reason of past, present and future infringements of the Trademark Collateral and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted.

Effective immediately as of the date hereof, Administrative Agent hereby authorizes the Grantors or their designees to file, or cause to be filed this Release with the United States Patent and Trademark Office.

Administrative Agent hereby agrees, at the sole expense of the Grantors, to take such further actions and to execute such further documents as the Grantors may reasonably request to effect and evidence this Release, including, without limitation, the execution of any filings, statements, amendments, recordations or other instruments required to release its interests in the applications or registrations of the Trademark Collateral and record the chain of title accordingly with the United States Patent and Trademark Office.

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

WHITE OAK GLOBAL ADVISORS, LLC, as

Administrative Agent

Name: David Hackett

Title: Authorized Signatory

[SIGNATURE PAGE TO RELEASE OF TRADEMARK SECURITY AGREEMENT]

# **SCHEDULE I**

## to

## RELEASE OF TRADEMARK SECURITY AGREEMENT

# **Trademark Registrations/Applications**

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
North Atlantic Imports, LLC	United States	FLEXFOLD	6342965	04-MAY-2021
North Atlantic Imports, LLC	United States	BLACKŜTONE	6206153	24-NOV-2020
North Atlantic Imports, LLC	United States	BLACKŠTONE	5956564	07-JAN-2020
North Atlantic Imports, LLC	United States	BLACKSTONE	5449608	17-APR-2018
North Atlantic Imports, LLC	United States		5449609	17-APR-2018
North Atlantic Imports, LLC	United States		5628498	11-DEC-2018
North Atlantic Imports, LLC	United States	BLACKSTONE	5392289	30-JAN-2018
North Atlantic Imports, LLC	United States	RINGTONS	4960620	17-MAY-2016
North Atlantic Imports, LLC	United States	2STONE	3724005	08-DEC-2009
North Atlantic Imports, LLC	United States	BLACKSTONE	3625306	26-MAY-2009
North Atlantic Imports, LLC	United States	FORNOTECA	90127695	20-AUG-2020

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North Atlantic Imports, LLC	United States	ADVENTURE READY	88810661	26-FEB-2020
North Atlantic Imports, LLC	United States	2STONE	88947952	04-JUN-2020
North Atlantic Imports, LLC	United States	COOK ANYTHING, ANYTIME, ANYWHERE	88810681	26-FEB-2020
North Atlantic Imports, LLC	United States	PRO SERIES	88811394	26-FEB-2020
North Atlantic Imports, LLC	United States	IRÓN FORGED	88812106	26-FEB-2020
North Atlantic Imports, LLC	United States	GRIDDLE MORE	88285100	31-JAN-2019
North Atlantic Imports, LLC	United States	BLACKSTONE	87754204	12-JAN-2018

## **Trade Names**

None.

# **Common Law Trademarks**

None.

## **Trademarks Not Currently In Use**

None.

## **Trademark Licenses**

None.

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