

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM820488

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF TRADEMARK SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A.		06/23/2023	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	BOOJ, LLC		
Street Address:	5075 S. Syracuse St.		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80218		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4422008	BE ORIGINAL OR JEALOUS	
Registration Number:	4421750	BOOJ	
Registration Number:	4421754		
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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:	2124552592		
Email:	ksolomon@stblaw.com		
Correspondent Name:	COURTNEY WELSHIMER, ESQ.		
Address Line 1:	SIMPSON THACHER & BARTLETT LLP		
Address Line 2:	425 LEXINGTON AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	509265/1492		
NAME OF SUBMITTER:	COURTNEY WELSHIMER		
SIGNATURE:	/CW/		
DATE SIGNED:	06/28/2023		
Total Attachments: 4			
source=Release of TSA RF 6421-0395 - Execution Version#page1.tif			

CH \$90.00 4422008

source=Release of TSA RF 6421-0395 - Execution Version#page2.tif

source=Release of TSA RF 6421-0395 - Execution Version#page3.tif

source=Release of TSA RF 6421-0395 - Execution Version#page4.tif

RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST (“Release”) is made and effective as of June 23, 2023 and granted by JPMORGAN CHASE BANK, N.A., a national banking association, with an address at 10 S. Dearborn, 7th Floor, Chicago, IL 60603, as Administrative Agent (the “Agent”), for the several banks and other financial institutions (the “Lenders”), parties to the Credit Agreement (as defined below) in favor of BOOJ, LLC, a Delaware limited liability company, located at 5075 S. Syracuse St., Denver, CO 80218 (the “Grantor”).

W I T N E S S E T H:

WHEREAS, pursuant to (i) the Credit Agreement, dated as of July 31, 2013 (as amended and restated as of December 15, 2016 and as the same may be amended, supplemented or otherwise modified from time to time, the “Credit Agreement”) among RMCO, LLC, the Grantor, the Lenders, and the Agent, (ii) the Guarantee and Collateral Agreement, dated as of July 31, 2013 in favor of the Agent (as amended and restated as of December 15, 2016, together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Guarantee and Collateral Agreement”), among the Grantor, certain affiliates of the Grantor, and the Agent, and (iii) that certain Grant of Security Interest in Trademark Rights effective as of August 3, 2018 (the “Trademark Security Agreement”), between the Grantor and the Agent, the Grantor pledged and granted a continuing security interest in, and a right of setoff against, and agreed to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of such Grantor’s right, title and interest in, to and under the Trademark Collateral (as that term is defined in the Trademark Security Agreement), including but not limited to those items listed on Schedule I hereto, to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on August 3, 2018 at Reel 6421, Frame 0395;

WHEREAS, the Grantor has requested that the Agent enter into this Release in order to effectuate, evidence, and record the release and reassignment to the Grantor of any and all right, title, and interest of the Agent in the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Release, the Agent hereby states as follows:

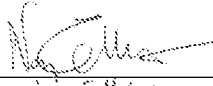
1. Definitions. Capitalized terms used but not otherwise defined herein have the meanings specified the Trademark Security Agreement or the Guarantee and Collateral Agreement, as applicable.
2. Release of Security Interest in the Trademark Collateral. The Agent, without recourse, representation or warranty of any kind, hereby terminates, releases, discharges, and cancels its security interest in, and right of setoff against, the Trademark Collateral and any right, title or interest of the Agent in the Trademark Collateral shall hereby cease and become void.
3. Termination. The Agent hereby terminates and cancels the Trademark Security Agreement.
4. Further Assurances. Agent hereby agrees, at the Grantor’s sole cost and expense, to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation, and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate, or record this Release.

5. Governing Law. This Release shall be construed in accordance with and governed by the law of the State of New York.

[Signature page follows]

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

JPMorgan Chase Bank, N.A., as Agent

By: 
Name: *David F. Nelson*
Title: *Assistant Secretary*

SCHEDULE I

UNITED STATES TRADEMARK APPLICATIONS & REGISTRATIONS

MARK	FILED	SERIAL NO.	REGISTRATION NO.	REGISTRATION DATE
BE ORIGINAL OR JEALOUS	03/30/2013	85/891,219	4,422,008	10/22/13
BOOJ	03/19/2013	85/880,453	4,421,750	10/22/13
BOOJ Design	03.19/2013	85/880,512	4,421,754	10/22/13