# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1

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**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** RELEASE OF TRADEMARK SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
KILO FUND MANAGEMENT LLC, as Collateral Agent		11/07/2023	Limited Liability Company: NORTH CAROLINA

## **RECEIVING PARTY DATA**

Name:	TWR Sales, Inc.		
Street Address:	511 EAST GENESEE STREET		
Internal Address:	SUITE 13		
City:	FAYETTEVILLE		
State/Country:	NORTH CAROLINA		
Postal Code:	13066		
Entity Type:	Corporation: NEW YORK		

### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark	
Registration Number:	1880338	SPEEDIP	
Registration Number:	0714821	E.Z.EST	

## **CORRESPONDENCE DATA**

Fax Number: 7043311159

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: 7043311000

Email: PTO TMconfirmation@mvalaw.com,

maryelizabethzaldivar@mvalaw.com

**Correspondent Name:** Moore & Van Allen PLLC Address Line 1: 100 North Tryon Street

Address Line 2: Suite 4700, ATTN: IP DEPARTMENT Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	047555.000001
NAME OF SUBMITTER:	John Slaughter
SIGNATURE:	/john slaughter/
DATE SIGNED:	11/17/2023

**Total Attachments: 3** 

**TRADEMARK** REEL: 008262 FRAME: 0384 source=R-TSI - Kilo Fund Management LLC, as Collateral Agent to TWR Sales, Inc#page1.tif source=R-TSI - Kilo Fund Management LLC, as Collateral Agent to TWR Sales, Inc#page2.tif source=R-TSI - Kilo Fund Management LLC, as Collateral Agent to TWR Sales, Inc#page3.tif

TRADEMARK REEL: 008262 FRAME: 0385

# RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST ("Release") is made and effective as of November 7, 2023 and granted by Kilo Fund Management LLC, a North Carolina limited liability company, as collateral agent (the "Collateral Agent"), for its own benefit and the benefit of the other Secured Parties under the Security Agreement referred to below, in favor of TWR Sales, Inc., a New York corporation (the "Grantor").

WHEREAS, pursuant to that certain Security Agreement dated as of November 8, 2022 (as amended, modified, extended, restated, renewed, replaced, or supplemented from time to time, the "Security Agreement"; all capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement) among That Was Random, Inc. d/b/a Upstate Coin & Gold Center, TWR Real Estate, LLC, New York Depository, LLC, the Grantor and the Collateral Agent, the Grantor collaterally assigned, mortgaged, pledged, and hypothecated to the Collateral Agent, its successors and assigns, for its own benefit and the benefit of the other Secured Parties, and granted to the Collateral Agent, its successors and assigns, for its own benefit and the benefit of the other Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under the Trademarks, including without limitation the trademark registrations and applications set forth on Schedule 1 attached hereto (collectively, the "Trademark Collateral"); and

WHEREAS, pursuant to the Security Agreement, Grantor executed and delivered to Collateral Agent the Notice of Grant of Security Interest in Trademarks recorded with the United States Patent and Trademark Office at Reel 7898, Frame 0506 on November 13, 2022 (the "Notice").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent and Grantor agree as follows:

- 1. <u>Release of Security Interest.</u> Collateral Agent, on behalf of itself and the Secured Parties, hereby terminates the Notice and terminates, releases and discharges the security interest in all of such Grantor's right, title and interest in, to and under the Trademark Collateral, granted pursuant to the Security Agreement.
- 2. Governing Law; WAIVER OF JURY TRIAL. THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK (EXCLUDING THE LAWS APPLICABLE TO CONFLICTS OR CHOICE OF LAW (OTHER THAN THE NEW YORK GENERAL OBLIGATIONS LAW §5-1401)). EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY).

[SIGNATURE PAGE FOLLOWS]

TRADEMARK REEL: 008262 FRAME: 0386 IN WITNESS WHEREOF, Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

KILO FUND MANAGEMENT LLC

as Collateral Agent

Title: CAD

Address for Notices:

7300 Carmel Executive Park Drive

Suite 310

Charlotte, NC 28226 Attention: Wade Brennan Telephone: (215) 422-3144

Email:

wade.brennan@kilocapital.com

TRADEMARK REEL: 008262 FRAME: 0387

# SCHEDULE 1 TRADEMARKS

# **Trademark Registrations**

Mark	Jurisdiction	Registration Number	Registration Date
SPEEDIP	United States	1880338	02/28/1995
E.Z.EST	United States	0714821	05/02/1961

TRADEMARK
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**RECORDED: 11/17/2023**