TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM858657

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Convergent Capital Partners III, L.P.		11/30/2023	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	CPP Incorporated	
Street Address:	7365 Greendale Road	
City:	Winsor	
State/Country:	COLORADO	
Postal Code:	80550	
Entity Type:	Corporation: COLORADO	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5196094	WINDLAB

CORRESPONDENCE DATA

Fax Number: 6123713207

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: 6123712461

englishj@ballardspahr.com Email:

Jennifer J English **Correspondent Name:**

Address Line 1: 2000 IDS Center, 80 South 8th Street Address Line 4: Minneapolis, MINNESOTA 55402-2119

ATTORNEY DOCKET NUMBER:	00410504
NAME OF SUBMITTER:	Jennifer J. English
SIGNATURE:	/Jennifer J. English/
DATE SIGNED:	12/05/2023

Total Attachments: 3

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> **TRADEMARK** REEL: 008279 FRAME: 0304

RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST ("Release") is made and effective as of November (2023), 2023 and granted by CONVERGENT CAPITAL PARTNERS III, L.P., a Delaware limited partnership (the "Secured Party"), in favor of CPP INCORPORATED, a Colorado corporation (the "Grantor") and its successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Securities Purchase Agreement dated as of December 19, 2018 (the "Loan Agreement") among Grantor and Secured Party, Grantor executed and delivered to Secured Party that certain Security Agreement dated as of December 19, 2018 (the "Security Agreement")

WHEREAS, pursuant to the Security Agreement, Grantor granted to the Secured Party a security interest in and to the Trademark Collateral (as defined below), and delivered that certain Trademark Security Agreement dated as of December 19, 2018 (the "Trademark Security Agreement") for recording with the United States Patent and Trademark Office (the Security Agreement and Trademark Security Agreement, collectively, the "Security Agreements") WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 006559, Frame 0277 on December 19, 2018; and

WHEREAS, the Grantor has requested that the Secured Party 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 the Secured Party may have in the Trademark Collateral pursuant to the Security Agreements.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party hereby states as follows:

- 1. Release of Security Interest. The Secured Party, on behalf of itself and its successors, legal representatives and assigns, hereby terminates the Security Agreements and terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreements in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and any and all property of Grantor, including all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including those set forth on Schedule 1, including (i) all renewals thereof, (ii) all licenses, income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present and future infringements and dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of Grantor's business symbolized by the foregoing or connected therewith, and (v) all of Grantor's rights corresponding thereto throughout the world (collectively, the "Trademark Collateral"):
- 2. Recordation. Secured Party authorizes the Commissioner for Trademarks to record and register this Release of Trademark Security Interest upon request by the Grantor.
- 3. <u>Further Assurances</u>. Secured Party agrees to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and

TRADEMARK REEL: 008279 FRAME: 0305 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.

4. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Minnesota, without giving effect to any choice or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

CONVERGENT CAPITAL PARTNERS

III, L.P.

By CONERGONT CAPITAL, LLC.
It'S GENERAL TARTHER

Name: JOHN MASON

Title: Manager

Address for Notices:

SCHEDULE 1

TRADEMARKS

Trademark Registrations

Mark	Jurisdiction	Registratio n Number	Registration Date	Record Owner	
WINDLAB & Design	USA	5196094	May 2, 2017	CPP, Incorporated	

TRADEMARK REEL: 008279 FRAME: 0307