Assignment ID: TMI127543

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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
RGA Reinsurance Company		03/07/2024	Corporation: MISSOURI

RECEIVING PARTY DATA

Company Name:	Wiseway, LLC	
Street Address:	7103 Turfway Road, Suite 100	
City:	Florence	
State/Country: KENTUCKY		
Postal Code: 41042		
Entity Type:	ntity Type: Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2830194	PLUMBING MALL

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: 8004945225

Email: ipteam@cogencyglobal.com

Correspondent Name: Jay daSilva

Address Line 1: 1025 Connecticut Avenue NW

Address Line 2: Suite 712

Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER:	2308951 TM
NAME OF SUBMITTER:	Andrew Hackett
SIGNATURE:	Andrew Hackett
DATE SIGNED:	03/28/2024

Total Attachments: 5

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TRADEMARK REEL: 008382 FRAME: 0793 source=Termination and Release of Security Interest in Trademark (RGA-Wiseway)(318007154.1)#page5.tif

TRADEMARK REEL: 008382 FRAME: 0794

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK**, dated as of March 7, 2024 ("Release"), is made by **RGA REINSURANCE COMPANY**, a Missouri corporation, as Administrative Agent for the Lenders ("Administrative Agent"), in favor of **WISEWAY**, **LLC**, a Delaware limited liability company ("Grantor").

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of October 19, 2023 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Grantor and Administrative Agent, Grantor granted to the Administrative Agent, for the benefit of the Lenders, a continuing security interest in Grantor's right, title, and interest in and to all owned or thereafter created or acquired (i) trademarks, trademark applications, trademark licenses, together with any renewals or divisionals thereof and all goodwill associated therewith and (ii) all products and proceeds thereof, including, without limitation, any royalties or any claim by Grantor against third parties for past, present or future infringement of any trademark (collectively, "Trademark Collateral");

WHEREAS, pursuant to the Security Agreement, Grantor delivered to Administrative Agent, for the ratable benefit of the Lenders, the Notice of Recordation of Assignment Document, recorded at the United States Patent and Trademark Office ("<u>USPTO</u>") on October 19, 2023 at Reel 8233 Frame 0021 (the "<u>Trademark Notice</u>");

WHEREAS, Grantor has requested that Administrative Agent release its continuing security interest in all of Grantor's right, title and interest in and to the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, and retransfer and reassign to Grantor without recourse all of Administrative Agent's right, title and interest in and to the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent, on behalf of itself and the Lenders, and Grantor agree as follows:

- **SECTION 1**. <u>Defined Terms</u>. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Trademark Notice, as applicable.
- **SECTION 2**. <u>Termination and Release</u>. Administrative Agent, without representation, warranty, or recourse, hereby:
- (a) terminates, cancels, discharges, and releases Administrative Agent's security interest in Grantor's right, title or other interest in the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement or Trademark Notice, and reassigns any and all right, title and interest has in and to the Trademark Collateral together with the goodwill of the business symbolized thereby;
- (b) upon Grantor's reasonable request, agrees to execute, acknowledge, procure and deliver to Grantor any and all further documents or instruments and do any and all further acts necessary to effect the release of Administrative Agent's continuing security interest in Grantor's right, title and interest in and to the Trademark Collateral; and
- (c) authorizes the recordation of this Release with the USPTO and in any other office as may be necessary to carry out the intention of this Release at Grantor's expense.

TRADEMARK REEL: 008382 FRAME: 0795 **SECTION 3**. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Administrative Agent has caused this Termination and Release of Security Interest in Trademark to be duly executed as of the date first set forth above.

Administrative Agent:

RGA REINSURANCE COMPANY

Name: Brett Parr

Title: Managing Director, Private Debt & Equity Investments

[Termination and Release]

Acknowledged and Agreed:

WISEWAY, LLC

Name: Cory Heck Title: Co-Chairman

Schedule A <u>Trademark Collateral</u>

Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
PLUMBING MALL	78250482	2830194	May 15, 2003	April 6, 2004

TRADEMARK REEL: 008382 FRAME: 0799

RECORDED: 03/28/2024