

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI130217

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest Recorded at Reel Frame 7866/0037		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BMO Bank N.A.	FORMERLY BMO Harris Bank N.A.	03/28/2024	National Banking Association: ILLINOIS
RECEIVING PARTY DATA			
Company Name:	Bullseye Legacy LLC		
Street Address:	440 N Tamiami Trail		
City:	Osprey		
State/Country:	FLORIDA		
Postal Code:	34229		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	7085732		
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128622000		
Email:	rob.soneson@kirkland.com		
Correspondent Name:	Rob Soneson		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	300 N LaSalle		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	44024-44		
NAME OF SUBMITTER:	Rob Soneson		
SIGNATURE:	Rob Soneson		
DATE SIGNED:	03/28/2024		
Total Attachments: 6			
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**TERMINATION AND RELEASE OF INTELLECTUAL
PROPERTY SECURITY AGREEMENT**

This **TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Release**”) is made as of **March 28 2024** by **BMO BANK N.A. (f/k/a BMO HARRIS BANK N.A.)**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below) in favor of the grantors identified on the signature page hereto (each, a “**Grantor**” and, together the “**Grantors**”).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of January 20, 2021 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent;

WHEREAS, pursuant to the terms of the Pledge and Security Agreement, the Grantors (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of the Grantors’ right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) executed and delivered to the Collateral Agent (A) the Intellectual Property Security Agreement, dated as of January 20, 2021 (the “**First IP Security Agreement**”) and (B) the Intellectual Property Security Agreement, dated as of October 12, 2022 (the “**Second IP Security Agreement**” and, together with the First IP Security Agreement, the “**IP Security Agreements**”), for recordal with the United States Patent and Trademark Office and other applicable Governmental Authorities; and

WHEREAS, (i) the First IP Security Agreement was recorded with the Patent Division of the United States Patent and Trademark Office on January 20, 2021 at Reel/Frame 055053/0031 and with the Trademark Division of the United States Patent and Trademark Office on January 20, 2021 at Reel/Frame 007165/0901 and (ii) the Second IP Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on October 12, 2022 at Reel/Frame 007866/0037.

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

Section 1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Pledge and Security Agreement or the applicable IP Security Agreement, as applicable.

Section 2. Release. The Collateral Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to all of its right, title and interest in, to and under all of the following Collateral of each Grantor (collectively the “**IP Collateral**”):

- (a) The Patents of such Grantor, including the patents or patent applications referred to in **Schedule 1** hereto;
- (b) The Trademarks of such Grantor, including the trademarks or trademark applications referred to in **Schedule 1** hereto;
- (c) The Trade Secrets; and

- (d) All licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of: (i) any right to use any Trademark or Trade Secret and (ii) any right to manufacture, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Patent.

If and to the extent that the Collateral Agent has acquired any right, title or interest in and to the IP Collateral under the IP Security Agreements, the Collateral Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the applicable Grantor.

Section 3. Termination. The Collateral Agent, without representation or warranty of any kind, terminates and cancels each of the IP Security Agreements.

Section 4. Recordation. The Collateral Agent authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Release.

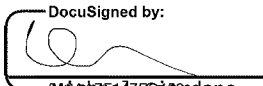
Section 5. Counterparts. This Release may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Release.

Section 6. Governing Law. This Release and any claims, 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 and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

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IN WITNESS WHEREOF, the Grantors and the Collateral Agent have caused this Release to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

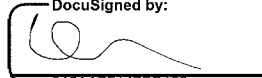
**UNITED AIR TEMP, AIR CONDITIONING AND
HEATING, LLC,**
as Grantor

DocuSigned by:

By: _____
Name: Nick A. Romano
Title: Chief Executive Officer

Signature Page to IP Release

BULLSEYE LEGACY LLC,
as Grantor

DocuSigned by:



By: _____
Name: Michael Giordano
Title: Chief Executive Officer

Signature Page to IP Release

TRADEMARK
REEL: 008383 FRAME: 0651

BMO HARRIS BANK N.A.,
as Collateral Agent




By: _____
Name: Tyler Bergsten
Title: Vice President

SCHEDULE 1

1. United States Patents

Owner	Title	Patent Number	Issue Date
UNITED AIR TEMP, AIR CONDITIONING AND HEATING, LLC	METHOD OF INSTALLING GEOTHERMAL HEAT PUMP SYSTEM AND DEVICE FOR INSTALLATION	8,444,346	May 21, 2013

2. United States Trademarks

Owner	Trademark	Serial Number	Registration Number	Registration Date
UNITED AIR TEMP, AIR CONDITIONING AND HEATING, LLC	MEASURING SUCCESS IN DEGREES	88292301	6222617	December 15, 2020
BULLSEYE LEGACY LLC DBA BULLSEYE HOME SERVICES		97401499	7085732	June 20, 2023