

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI175543

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A., as Administrative Agent		04/18/2024	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Company Name:	Elastic Therapy, LLC		
Street Address:	718 Industrial Park Ave		
City:	Asheboro		
State/Country:	NORTH CAROLINA		
Postal Code:	27205		
Entity Type:	Limited Liability Company: NORTH CAROLINA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2875200	AES	
Registration Number:	1780820	RX FIT	
Registration Number:	2780267	NEW LIFE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3129932652		
Email:	HEATHER.POITRAS@LW.COM		
Correspondent Name:	Heather Poitras		
Address Line 1:	c/o Latham & Watkins LLP		
Address Line 2:	330 North Wabash Avenue, Suite 2		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	049067-0257		
NAME OF SUBMITTER:	Heather Poitras		
SIGNATURE:	Heather Poitras		
DATE SIGNED:	04/18/2024		
Total Attachments: 4			
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**PARTIAL TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK COLLATERAL**

This **PARTIAL TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (this "Partial Release"), dated as of April 18, 2024 is made by **JPMORGAN CHASE BANK, N.A.**, as administrative agent (the "Administrative Agent") under the Credit Agreement referred to below in favor **ELASTIC THERAPY, LLC**, a North Carolina limited liability company, (the "Company") (capitalized terms used in this Partial Release and not herein defined shall have the meanings set forth in the Credit Agreement or the Security Agreement, as applicable).

WHEREAS, in connection with that certain Credit Agreement, dated as of April 4, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Company, the other Loan Parties (as defined in the Credit Agreement) party thereto, the Lenders (as defined in the Credit Agreement) from time to time party thereto, and the Administrative Agent, the Lenders agreed to make loans and extend other financial accommodations to or for the benefit of the Company;

WHEREAS, the Company, the other grantors party thereto and the Administrative Agent entered into that certain Pledge and Security Agreement dated as of January 3, 2024 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, in connection with the Credit Agreement and Security Agreement, the Company executed and delivered the agreement described on Schedule A attached hereto (the "Trademark Security Agreement") and granted security interests in all of the Company's right, title and interest, whether then owned or thereafter acquired, in and to (a) the trademarks (including service marks), trade names, trade styles, trade dress and the registrations and applications for registration thereof, in each case, identified on Schedule A hereto, (b) all goodwill connected with the use of or symbolized by each of the foregoing, (c) all renewals of the foregoing, (d) all income, royalties, damages, and payments previously, or thereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements, dilutions, and other violations thereof, (e) all rights to sue for past, present, and future infringements, dilutions, and other violations thereof and (f) all other rights corresponding to any of the foregoing throughout the world (collectively, the "Released Collateral"); and

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on the dates and on the reels and frames set forth on Schedule A hereto.

NOW THEREFORE, in consideration of the material covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby irrevocably and unconditionally **RELEASES**, terminates, cancels and discharges, without representation, recourse or warranty whatsoever, in its entirety its security interest in and to the Released Collateral and terminates the Security Agreement and the Trademark Security Agreement solely with respect to such Released Collateral. The Administrative Agent hereby reassigns, re-transfers and re-conveys to the Company any and all of its rights, title and interest in and to the Released Collateral, together with (1) all proceeds and products of such Released Collateral, and (2) all causes of action arising prior to or after the date hereof for infringement of such Released Collateral or unfair competition regarding the same, and any and all other rights, title and interest in and to such Released Collateral and related rights that the Administrative Agent may have.

The Administrative Agent agrees, at Company's expense, to cooperate with Company, to take all further actions and to provide Company with the information and additional authorization, in each case, as reasonably required or desirable to effect the purpose of this Partial Release. The Administrative Agent

hereby authorizes this Partial Release to be filed and recorded with the United States Patent and Trademark Office and any other offices as may be necessary to carry out the intention of this Partial Release.

This Partial Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Administrative Agent has executed this Release as of the date first above written.

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: **Gerardo Loera**
Title: **Managing Director**

[Signature Page to Partial Termination and Release of Security Interest in Trademark Collateral]

TRADEMARK
REEL: 008403 FRAME: 0766

Schedule A

Supplemental Confirmatory Grant of Security Interest in United States Trademarks dated as of January 3, 2024, by Elastic Therapy, LLC, a North Carolina limited liability company and the other Grantors party thereto in favor of Administrative Agent, as filed by the United States Patent and Trademark Office on January 3, 2024 at Reel/Frame 8306/0702.

<u>Mark</u>	<u>Registration No.</u>	<u>Owner</u>
AES	2875200	Elastic Therapy, LLC (formerly known as Elastic Therapy, Inc.)
RX FIT	1780820	Elastic Therapy, LLC (formerly known as Elastic Therapy, Inc.)
NEW LIFE	2780267	Elastic Therapy, LLC (formerly known as Elastic Therapy, Inc.)