### 504378792 05/22/2017

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4425487

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

#### **CONVEYING PARTY DATA**

| Name              | Execution Date |
|-------------------|----------------|
| SIENA FUNDING LLC | 04/21/2017     |

#### **RECEIVING PARTY DATA**

| Name:           | SAC ACQUISITION LLC            |  |
|-----------------|--------------------------------|--|
| Street Address: | TWO LANDMARK SQUARE, SUITE 300 |  |
| City:           | STAMFORD                       |  |
| State/Country:  | CONNECTICUT                    |  |
| Postal Code:    | 06901                          |  |

#### **PROPERTY NUMBERS Total: 9**

| Property Type       | Number   |
|---------------------|----------|
| Application Number: | 13164721 |
| Application Number: | 12967671 |
| Patent Number:      | 7963612  |
| Patent Number:      | 7547073  |
| Patent Number:      | 7419220  |
| Patent Number:      | 7213885  |
| Patent Number:      | 6952906  |
| Application Number: | 61774834 |
| Application Number: | 13834284 |

#### **CORRESPONDENCE DATA**

**Fax Number:** (212)692-1020

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:** 2126921055

Email: bdsiff@duanemorris.com
Correspondent Name: DUANE MORRIS LLP
Address Line 1: 1540 BROADWAY

Address Line 2: 12TH FLOOR

Address Line 4: NEW YORK, NEW YORK 10036

| ATTORNEY DOCKET NUMBER: | Y7138-00004   |
|-------------------------|---------------|
| NAME OF SUBMITTER:      | BRIAN D. SIFF |

| SIGNATURE:   | /brian d. siff/ |  |  |
|--|-----------------|--|--|
| DATE SIGNED:   | 05/22/2017      |  |  |
| Total Attachments: 6                                   |                 |  |  |
| source=Y7138-00004-ReleaseofSecurityInterest#page1.tif |                 |  |  |
| source=Y7138-00004-ReleaseofSecurityInterest#page2.tif |                 |  |  |
| source=Y7138-00004-ReleaseofSecurityInterest#page3.tif |                 |  |  |
| source=Y7138-00004-ReleaseofSecurityInterest#page4.tif |                 |  |  |
| source=Y7138-00004-ReleaseofSecurityInterest#page5.tif |                 |  |  |
| source=Y7138-00004-ReleaseofSecurityInterest#page6.tif |                 |  |  |

# TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS AND TRADEMARKS

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS AND TRADEMARKS (the "Release") is made this 21 day of April, 2017 by SIENA FUNDING LLC, a Delaware limited liability company (the "Assignor") in favor of SAC ACQUISITION LLC, a Delaware limited liability company (the "Grantor").

WHEREAS, Grantor granted a security interest (the "Security Interest") to Assignor in:

- a. all of the patents as set forth on SCHEDULE A, including all patents of the United States (the "U.S. Patents"), any other country or any political subdivision thereof, all reissues and extensions thereof, all divisions, continuations and continuations-in-part thereof, and all rights to obtain any continuations, reissues or extensions of the foregoing (individually, a "Patent," collectively, the "Patents"); and
- b. all patent licenses including all agreements, whether written or oral, providing for the grant by or to Grantor of any right to manufacture, use or sell any invention covered in whole or in part by a Patent, including any of the foregoing referred to in **SCHEDULE A** (the "Patent Licenses"); and
- c. all proceeds of any Patent and Patent Licenses, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any such Patent or patent licensed under any Patent License; and
- d. all of the trademarks set forth on SCHEDULE A, including all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the USPTO or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, and the right to obtain all renewals thereof (individually, a "Trademark," collectively, the "Trademarks"); and
- e. all trademark licenses including each agreement, whether written or oral, providing for the grant by or to Grantor of any right to use any Trademark, including any of the foregoing referred to in **SCHEDULE A** (individually, a "Trademark License"); and
- f. all reissues, continuations or extensions of the foregoing; and
- g. all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any such Trademark or Trademark licensed under any Trademark License, or injury to the goodwill associated with any such Trademark; and

which Security Interest was made of record in the records of the U.S. Patent and Trademark Office (the "USPTO") Assignment Branch at Patent Reel 030472, Frame 0329, as of May 22, 2013 for the U.S. Patents; and at Trademark Reel 5033, Frame 0013, as of May 22, 2013 for the U.S. Trademarks.

WHEREAS, Grantor has requested that Assignor terminate and release its interest in the Patents and Trademarks.

WHEREAS, Assignor is desirous of assigning, releasing and quitelaiming to Grantor any right, title and interest, including without limitation any security interest, which Assignor may have in and to the Patents and Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Assignor has assigned, released, quitclaimed, transferred and set over, and by these presents does hereby assign, release, quitclaim, transfer and set over, without warranty or representation of any kind, unto Grantor, its successors and assigns, any right, title and interest, including without limitation any security interest, which Assignor may have in and to the Patents and Trademarks;

Assignor agrees, at Grantor's expense and request, to take all lawful acts which any assignee of the Patents and Trademarks may deem advisable or necessary in order to render this release fully effective and to make this release of record in the USPTO and corresponding government offices throughout the world, and such other government offices as Grantor may select, including without limitation, execution of lawful documents.

THE NEXT PAGE IS THE SIGNATURE PAGE

PATENT

**REEL: 042460 FRAME: 0329** 

IN WITNESS WHEREOF, Assignor has caused this Termination and Release of Security Interest in Patents and Trademarks Agreement to be executed by its duly authorized officer as of the date above first written.

| ASSIGNOR: | SIENA FUNDING LLC,     |
|-----------|------------------------|
|           | By:                    |
|           | Name:                  |
|           | Title:                 |
|           | Date:                  |
| GRANTOR:  | SAC ACQUISITION LLC    |
|           | By:                    |
|           | Name:A. Krause         |
|           | Title: President + Coo |
|           | ъ.                     |

**REEL: 042460 FRAME: 0330** 

IN WITNESS WHEREOF, Assignor has caused this Termination and Release of

Date: \_\_\_\_\_

Security Interest in Patents and Trademarks Agreement to be executed by its duly authorized

## SCHEDULE A

ťα

# TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS AND TRADEMARKS

## **United States Patents**

| PATENT TITLE   | PATENT or APPLICATION NO. | ISSUE or<br>FILING DATE |  |
|--|---------------------------|-------------------------|--|
| Mounting platform for modular furniture assembly                           | 13/164721                 | 06/20/11                |  |
| Modular furniture assembly and display kit with magnetic coupling assembly | 12/967671                 | 12/14/10                |  |
| Modular furniture assembly   | 7963612                   | 06/21/11                |  |
| Modular furniture assembly   | 7547073                   | 05/08/06                |  |
| Modular furniture assembly   | 7419220                   | 05/07/07                |  |
| Modular furniture assembly   | 7213885                   | 05/08/07                |  |
| Packaged furniture assembly and method thereof for compressible furniture  | 6,952,906                 | 10/11/05                |  |
| Modular shelving assembly with universal design ratio (provisional)        | 61/774,834                | 03/08/13                |  |
| Modular shelving assembly with universal design ratio (non-provisional)    | 13/834,284                | 03/15/13                |  |

## **Pending Foreign Patent Applications**

| PATENT TITLE               | COUNTRY SERIAL N |              | FILED    |
|----------------------------|------------------|--------------|----------|
| Modular Furniture Assembly | EPO              | 06770061.7   | 11/12/07 |
| Modular Furniture Assembly | Canada           | 2725118      | 05/08/06 |
| Modular Furniture Assembly | China            | CN102125362A | 05/08/06 |
| Modular Furniture Assembly | Hong Kong        | 12100100.3   | 01/05/12 |

### **Foreign Issued Patents**

| TITLE                      | COUNTRY   | SERIAL NO.      | FILED    | PATENT NO.       | ISSUED   |
|----------------------------|-----------|-----------------|----------|------------------|----------|
| Modular Furniture Assembly | Mexico    | 2007/014478     | 06/09/06 | 272420           | 12/04/09 |
| Modular Furniture Assembly | Singapore | 137934          | 05/08/06 | 137934           | 04/30/08 |
| Modular Furniture Assembly | Australia | 2006258246      | 05/08/06 | 2006258246       | 10/20/11 |
| Modular Furniture Assembly | Canada    | 2,609,450       | 05/08/06 | 2,609,450        | 02/22/11 |
| Modular Furniture Assembly | China     | 200680020709.1  | 05/08/06 | ZL200680020709.1 | 02/02/11 |
| Modular Furniture Assembly | Hong Kong | 08112275.3      | 11/07/08 | HK1120378        | 05/06/11 |
| Modular Furniture Assembly | Israel    | 187,872         | 05/08/06 | 187,872          | 05/29/11 |
| Modular Furniture Assembly | Japan     | 2008-515708     | 05/08/06 | 4897802          | 01/06/12 |
| Modular Furniture Assembly | S. Korea  | 10-2007-7027932 | 11/29/07 | 10-1073748       | 10/07/11 |
| Modular Furniture Assembly | Australia | 2006257890      | 06/09/06 | 2006257890       | 10/27/11 |
| Modular Furniture Assembly | Canada    | 2,609,477       | 06/09/06 | 2,609,477        | 02/22/11 |
| Modular Furniture Assembly | China     | 200680020768.9  | 06/09/06 | ZL200680020768.9 | 02/02/11 |
| Modular Furniture Assembly | Hong Kong | 08112321.7      | 11/10/08 | HK1120709        | 05/06/11 |
| Modular Furniture Assembly | New       | 564041          | 06/09/06 | 564041           | 08/08/11 |
|                            | Zealand   |                 |          |                  |          |

# **United States Trademarks**

| MARK               | SERIAL NO. | STATUS                                     | REGISTRATION<br>NO. | REGISTRATION DATE |  |
|--------------------|------------|--|---------------------|-------------------|--|
| LOVESAC            | 85404004   | Pending<br>(application filed<br>08/22/11) | N/A                 | N/A               |  |
| DURAFOAM           | 78508262   | Registered                                 | 3234481             | 04/24/07          |  |
| SACTIONALS         | 78602928   | Registered                                 | 3134349             | 08/22/06          |  |
| LOVESAC            | 78786759   | Registered                                 | 3244136             | 05/22/07          |  |
| SQUATTOMAN         | 78786750   | Registered                                 | 3168679             | 11/07/06          |  |
| MOVIESAC           | 78786748   | Registered                                 | 3168678             | 11/07/06          |  |
| SUPERSAC           | 78781845   | Registered                                 | 3168632             | 11/07/06          |  |
| LOVESAC            | 78547330   | Registered                                 | 3035784             | 12/27/05          |  |
| LOVESAC            | 78547331   | Registered                                 | 3035785             | 12/27/05          |  |
| None (Design Only) | 78786800   | Registered                                 | 3409071             | 04/08/08          |  |
| SAC                | 78491844   | Registered                                 | 3028008             | 12/13/05          |  |
| LOVESAC            | 76360800   | Registered                                 | 2659121             | 12/10/02          |  |
| LOVESAC LIFE       | 78786717   | Registered                                 | 3171494             | 11/14/06          |  |
| GAMESAC            | 78,5977.13 | Cancelled<br>(on 09/21/2012)               | 3021039             | 11/29/05          |  |

# Foreign Trademarks

| MARK        | COUNTRY     | SERIAL<br>NO. | FILED      | REGISTRATION NO. | REGISTERED    |
|-------------|-------------|---------------|------------|------------------|---------------|
| LOVESAC     | Australia   | 1033613       | 12/08/04   | 1033613          | 12/8/04       |
| 20 / 20.710 |             |               |            |                  | (Registration |
|             |             |               |            |                  | advertised    |
|             |             |               |            |                  | 8/11/05)      |
| LOVESAC     | Mexico      | 736467        | 08/26/05   | 935449           | 05/29/06      |
| (Class 20)  |             |               |            |                  |               |
| LOVESAC     | Canada      |               | 11/18/05   | 1,280,110        | 10/16/07      |
| (Class 20)  |             |               |            |                  |               |
| LOVESAC     | Europe      |               | 09/07/03   | 3252558          | 04/20/05      |
| LOVESAC     | Australia   |               | 11/23/2004 | 1031342          | 11/03/05      |
| LOVESAC     | Korea       | 45-2007-      | 05/28/07   | 45-0023943       | 07/18/08      |
|             |             | 0002101       |            |                  |               |
| SACTIONALS  | Europe      | 010412369     | 11/14/11   | 010412369        | 04/24/12      |
| SACTIONALS  | Canada      | 1551373       | 11/09/11   | Pending          | Pending       |
| SACTIONALS  | Taiwan      | 100057821     | [1/1,1/1]  | 01526451         | 07/1/12       |
| SACTIONALS  | China       | 10175883      | 11/11/11   | Pending          | Pending       |
| LOVESAC     | Saudi       | 162679        | 12/13/10   | 1.344/59         | 12/10/02      |
|             | Arabia      |               |            |                  | ~             |
| LOVESAC     | Saudi       | 162680        | 12/13/10   | 1344/60          | 12/27/05      |
| (Class 35)  | Arabia      |               |            |                  |               |
| LOVESAC     | China       | 8781416       | 10/27/10   | Pending          | Pending       |
| LOVESAC &   | China       |               |            | 8465792          | 07/21/11      |
| DESIGN      |             |               |            |                  |               |
| LOVESAC     | Taiwan      | 1000057820    | 11/11/11   | 01526450         | 07/1/12       |
| LOVESAC     | I-long Kong | 302082744     | 11/11/11   | 302082744        | 10/09/12      |

**RECORDED: 05/22/2017** 

PATENT

**REEL: 042460 FRAME: 0333**