# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4746683

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

## **CONVEYING PARTY DATA**

Name	Execution Date
KPS SPECIAL SITUATIONS FUND III (A), L.P.	12/21/2017

## **RECEIVING PARTY DATA**

Name:	HERITAGE HOME GROUP LLC	
Street Address:	1925 EASTCHESTER DRIVE	
City:	HIGH POINT	
State/Country:	NORTH CAROLINA	
Postal Code:	27265	
Name:	HHG GLOBAL DESIGNS LLC	
Street Address:	1925 EASTCHESTER DRIVE	
City:	HIGH POINT	
State/Country:	NORTH CAROLINA	
Postal Code:	27265	

#### **PROPERTY NUMBERS Total: 18**

Property Type	Number
Patent Number:	D360993
Patent Number:	D360994
Patent Number:	D387603
Patent Number:	D432801
Patent Number:	D435738
Patent Number:	D462851
Patent Number:	D463147
Patent Number:	D466327
Patent Number:	D493988
Patent Number:	D494388
Patent Number:	D498608
Patent Number:	D501104
Patent Number:	D501745
Patent Number:	D515834
Patent Number:	D515835

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Property Type	Number
Patent Number:	D542571
Patent Number:	D549477
Patent Number:	D556478

#### CORRESPONDENCE DATA

**Fax Number:** (312)655-1501

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:** 312-655-1500

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ATTORNEY DOCKET NUMBER:	<b>BER:</b> 519465-2128		
NAME OF SUBMITTER:	KATHLEEN A. RHEINTGEN		
SIGNATURE:	/kar/		
DATE SIGNED:	12/21/2017		

#### **Total Attachments: 5**

source=KPS Patent Release -Lane Venture-executed#page1.tif source=KPS Patent Release -Lane Venture-executed#page2.tif source=KPS Patent Release -Lane Venture-executed#page3.tif source=KPS Patent Release -Lane Venture-executed#page4.tif source=KPS Patent Release -Lane Venture-executed#page5.tif

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# NOTICE OF RELEASE OF SECURITY INTEREST IN PATENTS

This NOTICE OF RELEASE OF SECURITY INTEREST IN PATENTS (this "Release"), effective as of December 21, 2017 is made by KPS Special Situations Fund III (A), L.P., for itself, as a Lender, and as administrative agent (referred to herein as the "Agent"), in favor of Heritage Home Group LLC, a Delaware limited liability company ("HHG"), and HHG Global Designs LLC, a Delaware limited liability company (together with HHG, the "Company"), pursuant to that certain Guaranty and Security Agreement, dated as of November 25, 2013 (and as the same may be further amended or modified from time to time, the "Security Agreement"), among the Company, the Agent and other parties thereto.

#### WITNESSETH:

WHEREAS, in connection with the Security Agreement, the Company executed and delivered the Patent First Priority Security Agreement, dated as of December 18, 2013, in favor of the Agent (the "Patent Security Agreement");

WHEREAS, pursuant to the Patent Security Agreement, the Company pledged and granted to the Agent for the benefit of the Secured Parties a lien on and security interest in and to the Company's Patents set forth on Schedule A attached hereto and Patent Collateral relating to those Patents (the "Released Patents");

WHEREAS, the Agent recorded its security interest in the Released Patents with the United States Patent and Trademark Office (the "<u>USPTO</u>") on December 18, 2013, at Reel/Frame No. 31847/0384; and

WHEREAS, the Agent has duly authorized the execution, delivery and performance of this Release.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Agent agrees, for the benefit of the Company, as follows:

- SECTION 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement (it being understood that, in the event of any conflict, such terms shall have the meanings provided or provided by reference in the Security Agreement).
- SECTION 2. <u>Release of Security Interest</u>. The Agent does hereby release, relinquish and discharge its lien on and security interest in, and right of setoff against, all of the Company's right, title and interest in, to and under the Released Patents.
- SECTION 3. <u>Termination</u>. The Agent, without any recourse, representation or warranty, hereby terminates and cancels the Patent Security Agreement.

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SECTION 4. <u>Further Assurances</u>. The Agent hereby authorizes the Company or the Company's authorized representative to (i) record this Release with the USPTO and/or (ii) otherwise record or file this Release in the applicable governmental office or agency. The Agent further agrees to execute and deliver to the Company any and all further documents and instruments, and do any and all further acts which the Company (or their agents or designees) reasonably request (at the Company's sole cost and expense) in order to confirm this Release and the Company's right, title and interest in, to and under the Released Patents.

SECTION 5. <u>Choice of Law</u>. This Release shall be governed by, and construed in accordance with, the laws of the state of New York, but giving effect to federal laws applicable to national banks.

SECTION 6. <u>Counterparts</u>. This Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signatures Follow On Next Page.]

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IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

KPS SPECIAL SITUATIONS FUND III (A), L.P., as Agent

By: KPS Investors III, Ltd. its general partner

y: \_\_\_\_\_

Name: Raquel Palmer Title: Vice President

# **SCHEDULE A**

# **Patents**

Title	App No.	App. Date	Reg. No.	Reg. Date	Owner
Sofa	29/020,939	4/5/1994	D360,993	8/8/1995	Heritage Home Group LLC (d/b/a Lane Furniture Industries, Inc.)
Sofa	29/022,451	5/5/1994	D360,994	8/8/1995	Heritage Home Group LLC (d/b/a Lane Furniture Industries, Inc.)
Backrest cover for upholstered chair	29/057,024	7/15/1996	D387,603	12/16/1997	Heritage Home Group LLC (d/b/a Lane Furniture Industries, Inc.)
Ottoman	29/092,374	8/18/1998	D432,801	10/31/2000	HHG Global Designs LLC
Chair	29/092,375	8/18/1998	D435,738	1/2/2001	HHG Global Designs LLC
Chest	29/150,605	11/14/2001	D462,851	9/17/2002	HHG Global Designs LLC
Seat arm	29/150,592	11/14/2001	D463,147	9/24/2002	HHG Global Designs LLC
Bedstead	29/150,606	11/14/2001	D466,327	12/3/2002	HHG Global Designs LLC
SEAT ARM	29/187,087	7/28/2003	D493,988	8/10/2004	HHG Global Designs LLC
SEAT	29/187,088	7/28/2003	D494,388	8/17/2004	HHG Global Designs LLC
TABLE	29/196,411	12/23/2003	D498,608	11/23/2004	HHG Global Designs LLC
DRY BAR	29/187,133	7/28/2003	D501,104	1/25/2005	HHG Global Designs LLC
SEAT ARM	29/196,247	12/23/2003	D501,745	2/15/2005	HHG Global Designs LLC
SEAT	29/212,867	9/9/2004	D515,834	2/28/2006	HHG Global Designs LLC

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Title	App No.	App. Date	Reg. No.	Reg. Date	Owner
SEAT	29/212,875	9/9/2004	D515,835	2/28/2006	HHG Global Designs LLC
SEAT PORTION	29/212,876	9/9/2004	D542,571	5/15/2007	HHG Global Designs LLC
SEAT	29/275,619	1/2/2007	D549,477	8/28/2007	HHG Global Designs LLC
SEAT	29/275,620	1/2/2007	D556,478	12/4/2007	HHG Global Designs LLC

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**RECORDED: 12/21/2017** 

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