

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT5125983

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
WELLS FARGO BANK	09/04/2018
RECEIVING PARTY DATA	
Name:	ELLERY HOLDINGS, LLC
Street Address:	295 FIFTH AVENUE
Internal Address:	SUITE 1212
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10016
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7942186
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>	
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Correspondent Name:	BETHANY STOKES
Address Line 1:	GREENBERG TRAURIG, LLP
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Address Line 4:	BOSTON, MASSACHUSETTS 02110
ATTORNEY DOCKET NUMBER:	169093-010300
NAME OF SUBMITTER:	BETHANY STOKES
SIGNATURE:	/Bethany A. Stokes/
DATE SIGNED:	09/05/2018
Total Attachments: 6	
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**TERMINATION AND RELEASE OF
PATENT AND TRADEMARK SECURITY AGREEMENT**

This Termination and Release of Patent and Trademark Security Agreement, (this “Release Agreement”), dated as of September 4, 2018, is made by Wells Fargo Bank, National Association, a United States National Association (“Lender”) in favor of Ellery Holdings, LLC, a Delaware limited liability company (the “Grantor”).

WHEREAS, Grantor and Lender entered into that certain Patent and Trademark Security Agreement, dated as of December 23, 2010 (as amended, supplemented or otherwise modified from time to time, the “Patent and Trademark Security Agreement”), whereby Grantor granted to Lender a security interest in all of Grantor’s right, title and interest in and to the Patents and Trademarks (as such terms are defined in the Patent and Trademark Agreement) including the patents, patent applications, trademarks and trademark applications listed on Schedule A attached hereto; and

WHEREAS, the Patent and Trademark Security Agreement was recorded (i) with regard to Patents with the United States Patent and Trademark Office on February 16, 2011, at Reel 025810, Frame 0737, and (ii) with regard to Trademarks with the United States Patent and Trademark Office on February 6, 2011 at Reel 4481, Frame 0273;

WHEREAS, the obligations secured by said security interest have been paid in full or otherwise satisfied; and

WHEREAS, the Lender has agreed to terminate and release its security interest and all of its right, title and interest in each of the Patents and Trademarks, as herein provided.

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

1. Release and Assignment. The Lender hereby discharges, terminates and releases its security interest in all of the Patents and Trademarks (including those listed on Schedule A hereto), and the Lender hereby assigns and transfers to the Grantor, without recourse, all of the Lender’s right, title and interest in and to each of the Patents and Trademarks and the related registrations and goodwill, effective as of the date set forth above. The Lender authorizes the recording officer in the United States Patent and Trademark Office to cancel these security agreements of record

2. Further Assurances. Lender hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or are required in order to more fully and effectively carry out the purposes of this Release Agreement at the Grantor’s sole cost and expense.

[Signature Page Follows]

IN WITNESS WHEREOF, the Lender has executed this Termination and Release of Patent and Trademark Security Agreement as of the date written above.

WELLS FARGO BANK, NATIONAL ASSOCIATION

By

Name:

Title:

SCHEDULE A

PATENTS

EXHIBIT A

PATENTS

UNITED STATES ISSUED PATENTS

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
Fabric Panel Adaptable Drape, as Curtain, Shade and Valence	7.942,186	May 17, 2011

UNITED STATES ISSUED PATENT APPLICATIONS

<u>Title</u>	<u>Serial Number</u>	<u>Filing Date</u>
<i>None</i>		

FOREIGN ISSUED PATENTS

<u>Title</u>	<u>Country</u>	<u>Patent Number</u>	<u>Issue Date</u>
<i>None</i>			

FOREIGN PATENT APPLICATIONS

<u>Title</u>	<u>Country</u>	<u>Serial Number</u>	<u>Filing Date</u>
<i>None</i>			

TRADEMARKS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
A FASHIONABLE ALTERNATIVE TO VERTICAL BLINDS	3,804,036	June 15, 2010
ABSOLUTE ZERO	3,755,643	March 2, 2010
ECLIPSE	3,146,942	September 19, 2006
GIVE THEM A BETTER NIGHT'S SLEEP!	3,804,035	June 15, 2010
HEADS UP	3,160,777	October 17, 2006
THE GREAT OUTDOORS & DESIGN	2,870,496	August 3, 2004
THERMABACK	3,551,012	December 23, 2008
THERMALAYER	3,640,763	June 16, 2009
THERMALINER	3,620,238	May 12, 2009
THERMAWEAVE	3,551,011	December 23, 2008
CURTAINFRESH	4,238,187	November 6, 2012
CURTAINFRESH (stylized)	4,617,792	October 7, 2014
COMFORTTECH	3,986,996	June 28, 2011

UNITED STATES APPLICATIONS

<u>Mark</u>	<u>Application Number</u>	<u>Application Date</u>
AT EASE	85/024,061	April 27, 2010
GREAT SLEEP - DAY OR NIGHT	77/601,559	October 27, 2008
OFF CAMPUS	77/634,565	December 16, 2008
PARASOL	85/099,709	August 4, 2010

PARASOL (stylized)	85/106,879	August 13, 2010
PEACEFUL SLEEP FOR BABY	77/822,846	September 9, 2009
SOLAR SHEER	77/685,133	March 6, 2009
SOLAR SHEER	85/125,977	September 9, 2010
SOLAR SHEERS	77/685,142	March 6, 2009
SOLAR SHEERS	85/126,006	September 9, 2010
SUNDOWN	85/126,692	September 10, 2010
THE GREAT OUTDOORS	85/099,036	August 3, 2010

FOREIGN REGISTRATIONS

<u>Mark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
ABSOLUTE ZERO	Hong Kong	301257345	December 15, 2008
ABSOLUTE ZERO	Japan	5281749	November 20, 2009
ABSOLUTE ZERO	Taiwan	01383981	November 1, 2009
ECLIPSE	Hong Kong	301134693	January 29, 2009
ECLIPSE	Taiwan	01358293	April 16, 2009
ECLIPSE (color and device)	Japan	5353997	May 21, 2010
ECLIPSE and DESIGN	Mexico	1090887	March 20, 2009

FOREIGN APPLICATIONS

<u>Mark</u>	<u>Country</u>	<u>Application Number</u>	<u>Application Date</u>
ABSOLUTE ZERO	Canada	1417723	November 10, 2008
ABSOLUTE ZERO	European	007471311	December 17, 2008

Community

ABSOLUTE ZERO	Mexico	NA	December 12, 2008
ABSOLUTE ZERO	China	726048	March 18, 2009
ABSOLUTE ZERO	Korea	4020090021934	May 13, 2009
ECLIPSE	Canada	1426051	January 29, 2009
ECLIPSE	China	6884568	August 6, 2008

COLLECTIVE MEMBERSHIP MARKS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
None		

FOREIGN UNREGISTERED MARKS

<u>Mark</u>	<u>Country</u>
ABSOLUTE ZERO	China
ABSOLUTE ZERO	Republic of Korea
ECLIPSE	Japan