

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS RECORDED AT REEL 45643/FRAME 0949

CONVEYING PARTY DATA

Name	Execution Date
SECOND AVENUE CAPITAL PARTNERS, LLC	01/19/2021

RECEIVING PARTY DATA

Name:	TOMMIE COPPER, INC.
Street Address:	74 S. MOGER AVENUE
City:	MT. KISCO
State/Country:	NEW YORK
Postal Code:	10549
Name:	TOMMIE COPPER IP, INC.
Street Address:	74 S. MOGER AVENUE
City:	MT. KISCO
State/Country:	NEW YORK
Postal Code:	10549
Name:	TOMMIE COPPER HOLDINGS, INC.
Street Address:	74 S. MOGER AVENUE
City:	MT. KISCO
State/Country:	NEW YORK
Postal Code:	10549

PROPERTY NUMBERS Total: 4

Property Type	Number
Application Number:	62029198
Patent Number:	9758692
Application Number:	62275961
Application Number:	15395933

CORRESPONDENCE DATA

Fax Number: (949)475-4754

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ATTORNEY DOCKET NUMBER: 93018-00018

NAME OF SUBMITTER: STEPHANIE KANN

SIGNATURE: /stephanie kann/

DATE SIGNED: 01/22/2021

Total Attachments: 3

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TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS (this “Termination and Release”), dated as of January 19, 2021, is made by SECOND AVENUE CAPITAL PARTNERS, LLC, in its capacity as lender (in such capacities, the “Lender”) under the Loan Agreement (as defined below).

WITNESSETH:

WHEREAS, reference is made to that certain Loan and Security Agreement, dated as of April 25, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), among TOMMIE COPPER, INC., a Delaware corporation (the “Lead Borrower”), TOMMIE COPPER IP, INC., a Delaware corporation (“TCIP”), TOMMIE COPPER HOLDINGS, INC., a Delaware corporation (“Parent” and, collectively with the Lead Borrower and TCIP, the “Grantors”), and the Lender;

WHEREAS, pursuant to the Grant of Security Interest in United States Patents, dated as of April 25, 2018 (the “Patent Security Agreement”) and in conjunction with the security interest granted to the Lender under the Loan Agreement, a lien on and security interest (the “Security Interest”) was granted by the Grantors to the Lender in certain collateral, including the Patents;

WHEREAS, the Patent Security Agreement was recorded in the United States Patent and Trademark Office on April 26, 2018 at Reel/Frame 45643/0949.

WHEREAS, the Lender now desires to terminate and release the entirety of its Security Interest in the Patent Collateral, including those Patents listed on Schedule 1 hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Lender hereby agrees as follows:

1. Definitions. Capitalized terms not defined herein have the meanings set forth in the Patent Security Agreement.
2. Release of Security Interest. The Lender, without representation, warranty or recourse, hereby terminates, releases and discharges any and all Security Interest in the Patent Collateral, including, without limitation, the Patents listed on Schedule 1 hereto, and any right, title or interest of the Lender in such Patent Collateral shall hereby cease and become void.
3. Recordation. The Lender authorizes the Grantors and their designees to record this Termination and Release with the United States Patent and Trademark Office or any other applicable governmental authority at the Grantors’ expense.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release of Security Interest in Patents by its duly authorized officer as of the date first above written.

SECOND AVENUE CAPITAL PARTNERS, LLC,
as Lender

By: 
Name: Mark E. Gullivan
Title: Managing Director

[Signature Page to Termination and Release of Security Interest in Patents]

Schedule 1
PATENTS

46086 with Padded Mouth Guard to its Surface, Guard and Method	US	Granted	2014-07-29	8,020,518				Tenneco Copper Co. Inc.	
Process with Padded Mouth Guard to its Surface, Guard and Method	US	Granted	2015-07-24	9,420,511		2017-02-12	9,729,892	Tenneco Copper Co. Inc.	2020-02-10
COTTON PERFORMANCE PRODUCTS AND METHODS OF THEIR MANUFACTURE	US	Granted	2016-03-27	8,027,421				Tenneco Copper Co. Inc.	
COTTON PERFORMANCE PRODUCTS AND METHODS OF THEIR MANUFACTURE	US	Granted	2019-12-30	10,294,523				Tenneco Copper Co. Inc.	