

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7950414

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ASSEMBLED BRANDS CAPITAL FUNDING LLC	09/14/2020
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	FELLOW INDUSTRIES, INC.
<b>Street Address:</b>	560 ALABAMA STREET
<b>City:</b>	SAN FRANCISCO
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94110
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	10278534
<b>Patent Number:</b>	D796888
<b>Patent Number:</b>	D771439
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	
<b>Phone:</b>	(650) 772-5660
<b>Email:</b>	pair-notifications@cognitionip.com
<b>Correspondent Name:</b>	COGNITION IP, P.C.
<b>Address Line 1:</b>	50 CALIFORNIA ST
<b>Address Line 2:</b>	SUITE 1500
<b>Address Line 4:</b>	SAN FRANCISCO, CALIFORNIA 94111
<b>ATTORNEY DOCKET NUMBER:</b>	5805
<b>NAME OF SUBMITTER:</b>	JUSTIN WHITE
<b>SIGNATURE:</b>	/JUSTIN WHITE/
<b>DATE SIGNED:</b>	05/12/2023
<b>Total Attachments: 4</b>	
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**ASSEMBLED BRANDS CAPITAL FUNDING LLC**

9 E 19<sup>th</sup> Street, Third Floor  
New York, NY 10003

Pay-Off Letter

September 14, 2020

Fellow Industries, Inc.  
560 Alabama Street  
San Francisco, CA 94110

Ladies and Gentlemen:

Reference is made to the Credit Agreement, dated as of November 18, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among Fellow Industries, Inc., a Delaware corporation, as borrower ("Borrower"), and ASSEMBLED BRANDS CAPITAL FUNDING LLC, a Delaware limited liability company, as lender ("Lender"). Capitalized terms not otherwise defined herein shall have the meanings given to them in the Loan Agreement.

Borrower has given Lender notice that Borrower intends to repay all the Obligations owing under the Loan Agreement.

We have been requested to provide this letter setting forth the amount (the "Total Payoff Amount") necessary, as of 12:00 p.m. (Pacific Standard time) on September 14, 2020 (the "Required Payment Time"), to pay all Obligations under the Loan Agreement and the other Loan Documents (other than contingent indemnification obligations under the Loan Agreement and the other Loan Documents which are not then due). Based on Lender's books and records, the Total Payoff Amount is \$0 which amount includes all principal, interest, fees, costs, expenses and liquidated damages as of such date; provided, however, that if the Total Payoff Amount is not received by the Required Payment Time, a per diem amount (including interest and fees) of (x) \$0.00 per day until September 16, 2020 shall be due until payment is so received (such amount, the "Per Diem Amount"); provided further that if the Total Payoff Amount is received by us after 12:00 p.m. (Pacific Standard time) on any day it shall be deemed to have been received by us on the immediately succeeding Business Day. If the Total Payoff Amount (including any required Per Diem Amount) is not received by 12:00 p.m. (Pacific Standard time) on September 16, 2020, this letter agreement shall terminate. The amounts set forth in Schedule I are based on the assumption that after the date hereof, no new loans are made, no payments are made on any loans and there is no change in the interest rate on the loans, in each case under the Loan Agreement.

The Total Payoff Amount shall be transferred by wire, in immediately available funds, to Lender pursuant to the wire instructions set forth on Schedule I.

Lender hereby acknowledges and agrees that upon receipt of (x) the Total Payoff Amount in accordance with the applicable wiring instructions set forth on Schedule I and in immediately

available funds, and (y) a copy of this letter agreement executed by Borrower (the preceding clauses (x), and (y) are referred to herein as the "Payoff Conditions"):

- (i) all Obligations and other amounts owing to Lender pursuant to the Loan Agreement and the other Loan Documents shall have been satisfied and paid in full (except for obligations pursuant to indemnification and other provisions of the Loan Agreement and the other Loan Documents which by their terms survive the payment of the Obligations and the termination of the commitment of Lender to make Loans) and all obligations to make Loans and any other extensions of credit, under, or with respect to, the Loan Agreement shall be terminated;
- (ii) all the security interests, Liens and pledges of the assets and property, real or personal, tangible or intangible, of Borrower granted under or in connection with the Loan Agreement and the other Loan Documents in favor of Lender shall be automatically released and terminated (without representation or warranty on our part) with no further action on our part;
- (iii) the Loan Agreement and other Loan Documents shall be automatically terminated and be of no further force and effect, except for indemnification and expense reimbursement provisions of the Loan Agreement and such other provisions thereof as expressly survive the repayment of the Obligations and the termination of the commitment of Lender to make Loans; and
- (iv) Borrower, its designees or its counsel are authorized to file Uniform Commercial Code termination statements evidencing the release of the security interests and Liens referred to in clause (ii) above.

Upon the satisfaction of the Payoff Conditions, Lender further agrees, at Borrower's expense, to procure, deliver or execute and deliver to Borrower (without representation or warranty) the following: (a) UCC amendments (providing for termination), termination statements, releases, cancellations, discharges, or other agreements, documents, or instruments as may reasonably be requested by Borrower in connection with Lender's above-described release of the security interests and liens or to further evidence the termination of all Uniform Commercial Code financing statements, and other instruments on record or on file in favor of Lender or any other agent with respect to the security interests, security titles and liens granted to Lender in all real and personal property collateral of Borrower pursuant to the Loan Agreement or the other Loan Documents (collectively, the "Termination Documents"); and (b) all Collateral held by Lender pursuant to the Loan Agreement and the other Loan Documents; provided, however, that Borrower shall supply Lender with the forms of any such Termination Documents to be executed by Lender, subject to the Lender's reasonable satisfaction therewith. Lender shall execute and deliver to Borrower or its counsel, at Borrower's expense, such additional documents and shall provide additional information as Borrower may reasonably require to effectuate the foregoing.

Borrower shall pay on demand all of the reasonable fees, costs and expenses incurred by Lender (including, without limitation, the reasonable fees, costs and expenses of counsel to Lender) in connection with the preparation, execution, delivery and performance of this letter agreement and the Termination Documents.

For and in consideration of Lender's agreements contained herein, Borrower hereby releases Lender and each of their respective officers, directors, representatives, employees, agents, attorneys-in-fact and affiliates from any obligations to Borrower for any liabilities, damages, costs or expenses relating to the Loan Agreement, any other Loan Documents or any of the transactions relating to the Loan Agreement or any other Loan Documents and Borrower hereby agrees to indemnify Lender, and its officers, directors, representatives, employees, agents, attorneys-in-fact and affiliates, from, and hold each harmless against, the same.

[Signatures are on following page]

This letter agreement shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts made and to be performed in that State. This letter may be executed in one or more counterparts each of which taken together shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission or electronic transmission (including by .pdf and other similar format) shall be deemed to be an original signature hereto.

ASSEMBLED BRANDS CAPITAL FUNDING  
LLC, as Lender

By: Michael Lipkin  
Name: Michael Lipkin  
Title: Chief Operating Officer

Acknowledged and Agreed to  
this 14 day of September, 2020

Fellow Industries, Inc.  
Borrower

By:   
Name: Jake Miller  
Title: CEO