# CH \$90.00 1605

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM772551

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Intellectual Property Recorded at Reel 7798, Frame 0866	

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		12/07/2022	National Association: UNITED STATES

#### **RECEIVING PARTY DATA**

Name:	Cancos Tile & Stone LLC	
Street Address:	1085 Portion Road	
City:	Farmingville	
State/Country:	NEW YORK	
Postal Code:	11738	
Entity Type:	Limited Liability Company: DELAWARE	
Name:	UMI LLC	
Street Address:	1615 Trade Center Way	
City:	Naples	
State/Country:	FLORIDA	
Postal Code:	34109	
Entity Type:	Limited Liability Company: DELAWARE	

# **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	1605947	IT IDEAL TILE
Registration Number:	5861559	POMPEII QUARTZ
Serial Number:	97345457	FORUM QUARTZ

#### **CORRESPONDENCE DATA**

Fax Number:

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:** 2136207848

Email: iprecordations@whitecase.com
Correspondent Name: Justine Lu/White & Case LLP

Address Line 1: 555 South Flower Street, Suite 2700 Address Line 4: Los Angeles, CALIFORNIA 90071

TRADEMARK REEL: 007922 FRAME: 0985

900736600

TTORNEY DOCKET NUMBER: 1154069-0014-S216			
NAME OF SUBMITTER: Justine Lu			
SIGNATURE:	/Justine Lu/		
<b>DATE SIGNED:</b> 12/07/2022			
Total Attachments: 3 source=International Designs - IP Release [Executed]#page1.tif			

source=International Designs - IP Release [Executed]#page1.tif source=International Designs - IP Release [Executed]#page2.tif source=International Designs - IP Release [Executed]#page3.tif

# TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**, dated as of December 7, 2022 ("<u>Release</u>"), is made by Bank of America, N.A., as Collateral Agent ("<u>Collateral Agent</u>") in favor of Cancos Tile & Stone LLC, a Delaware limited liability company, and UMI LLC, a Delaware limited liability company (each individually, a "<u>Grantor</u>", and together the "<u>Grantors</u>").

WHEREAS, pursuant to that certain Pledge and Security Agreement dated as of July 15, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") by and among the Grantors, Collateral Agent, and others party thereto, and the Trademark Security Agreement dated as of July 15, 2022 by and among the Grantors and Collateral Agent ("IP Security Agreement"), Grantors pledged, collaterally assigned and granted to the Collateral Agent, for the benefit of the holders of the Secured Parties, a continuing security interest in and continuing lien on all of Grantors' right, title and interest in, to and under the Trademarks; and

**WHEREAS**, the IP Security Agreement was recorded at the United States Patent and Trademark Office ("<u>USPTO</u>") on July 18, 2022 at Reel 7798 Frame 0866.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent, on behalf of the Secured Parties, and Grantors agree as follows:

- **SECTION 1**. <u>Defined Terms</u>. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or IP Security Agreement.
- **SECTION 2.** <u>Termination and Release</u>. Collateral Agent, on behalf of the Secured Parties, without any representation, warranty, recourse, or undertaking of any kind (whether express or implied), hereby:
- (a) terminates, cancels, discharges, and releases the continuing security interest in and continuing lien on all of Grantor's right, title and interest in, to and under the Trademarks, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement or IP Security Agreement; and
  - (b) authorizes the recordation of this Release with the USPTO at Grantors' expense.

**SECTION 3**. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Collateral Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Intellectual Property to be duly executed as of the date first set forth above.

Collateral Agent:

Bank of America, N.A., as Collateral Agent

Name:

Title: 5

# Schedule A

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U.S. Trademark Subject to Security Interest Granted by Cancos Tile & Stone LLC and UMI LLC In Favor of Bank of America, N.A., as Collateral Agent Recorded July 18, 2022 at Reel 7798 Frame 0866

# **Trademark Registration**

**RECORDED: 12/07/2022** 

Mark	Reg. No.	Reg. Date	App. No.	App. Date
IT IDEAL TILE and	1605947	07/10/1990	73784531	03/06/1989
Design				
POMPEII QUARTZ	5861559	09/17/2019	88316488	02/26/2019
FORUM QUARTZ	N/A	N/A	97345457	04/04/2022