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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM863305

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks Recorded at Reel 007789, Frame 0350	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Blue Torch Finance LLC		12/20/2023	Limited Liability Company: DELAWARE

### **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: 008298 FRAME: 0642

900823443

ATTORNEY DOCKET NUMBER:	1154069-0014-S216	
NAME OF SUBMITTER:	Justine Lu	
SIGNATURE:	/Justine Lu/	
<b>DATE SIGNED:</b> 12/22/2023		
Total Attachments: 3		

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# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of December 20, 2023 ("<u>Release</u>"), is made by Blue Torch Finance LLC as Collateral Agent ("<u>Collateral Agent</u>") in favor of Cancos Tile & Stone LLC ("Cancos") and UMI, LLC ("UMI", and together with Cancos, collectively, the "<u>Assignors</u>"),

**WHEREAS**, pursuant to that certain Pledge and Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "<u>Pledge and Security Agreement</u>"), dated as of July 15, 2022, by and among each Assignor, Collateral Agent, and others party thereto, and the Intellectual Property Security Agreement dated as of July 15, 2022 by and among each Assignor and Collateral Agent ("<u>Trademark Security Agreement</u>"), Each Assignor granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Assignor's right, title and interest in, to and under the Collateral; and

**WHEREAS**, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office ("<u>USPTO</u>") on July 15, 2022 at Reel 007789 Frame 0350.

**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 each Assignor 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 Pledge and Security Agreement or Trademark Security Agreement, as applicable.
- **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 security interest in all of each Assignor's right, title and interest in, to and under the Trademarks of such Assignor, including, but not limited to, the Trademarks listed on Schedule A attached hereto, granted pursuant to the Pledge and Security Agreement or Trademark Security Agreement;
- (b) grants, assigns and conveys to each Assignor all of the rights, title and interest in the Trademarks of such Assignor; and
  - (c) authorizes the recordation of this Release with the USPTO at each Assignor's 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 Trademarks to be duly executed as of the date first set forth above.

Collateral Agent:

Blue Touchs Finance LLC, as Collateral Agent

By: tewin Genda
Name: Kevin Genda

Title: Authorized Signatory

### Schedule A

## U.S. Trademarks Subject to Security Interest In Favor of Blue Torch Finance LLC, as Collateral Agent Recorded September 23, 2021 at Reel 7789 Frame 0350

Trademark	Owner	Serial No. / Date	Reg. No. / Date
IT IDEAL TILE	CANCOS TILE	73784531	1605947
	& STONE LLC	03/06/1989	07/10/1990
FORUM	UMI, LLC	97345457	
QUARTZ		04/04/2022	
POMPEII	UMI, LLC	88316488	5861559
QUARTZ		02/26/2019	09/17/2019

**RECORDED: 12/22/2023**