## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM457546

SUBMISSION TYPE:	RESUBMISSION	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	
RESUBMIT DOCUMENT ID:	900431496	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
KPS Special Situation Funds III (A), L.P.		12/08/2017	Exempt limited partnership: CAYMAN ISLANDS

#### **RECEIVING PARTY DATA**

Name:	HHG Global Designs LLC	
Street Address:	1925 Eastchester Drive	
City:	High Point	
State/Country:	NORTH CAROLINA	
Postal Code:	27265	
Entity Type:	Limited Liability Company: DELAWARE	

#### **PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark	
Registration Number:	0682876	LANE	
Registration Number:	0983330	LANE	
Registration Number:	4247540	LANE	
Registration Number:	1788188	CHAIRSIDER	
Registration Number:	2360633	COMFORT LINK	
Registration Number:	2111207	COMFORT SHOWCASE	
Registration Number:	2254055	COMFORTKING	
Registration Number:	2961504	COMFORTMAX	
Registration Number:	4515742	IREST	
Registration Number:	4515741	IREST	
Registration Number:	3472858	I-REST	
Registration Number:	2262041	SNUGGLER	
Registration Number:	1172308	"THE MOST COMFORTABLE SEAT IN THE HOUSE.	
Registration Number:	1071857	WALL SAVER	

#### CORRESPONDENCE DATA

**Fax Number:** 3126551501

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

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TRADEMARK

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

**Phone:** 312-655-1500

Email: kathleen.rheintgen@huschblackwell.com

Correspondent Name: Kathleen A. Rheintgen

Address Line 1: 120 S. Riverside Plaza, Suite 2200

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	519465-2127	
NAME OF SUBMITTER:	Kathleen A. Rheintgen	
SIGNATURE:	/kathleen a rheintgen/	
DATE SIGNED:	01/10/2018	

#### **Total Attachments: 4**

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# NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS

This NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), effective as of December 8, 2017 is made by KPS Special Situations Fund III (A), L.P., for itself, as a Lender, and as administrative agent (referred to herein as the "Agent"), in favor of HHG Global Designs LLC, a Delaware limited liability company (the "Company"), pursuant to that certain Guaranty and Security Agreement, dated as of November 25, 2013 (and as the same may be further amended or modified from time to time, the "Security Agreement"), among the Company, the Agent and other parties thereto.

#### WITNESSETH:

WHEREAS, in connection with the Security Agreement, the Company executed and delivered the Trademark First Priority Security Agreement, dated as of December 18, 2013, in favor of the Agent (the "<u>Trademark Security Agreement</u>");

WHEREAS, pursuant to the Trademark Security Agreement, the Company pledged and granted to the Agent for the benefit of the other Secured Parties a lien on and continuing security interest in all of the trademarks, service marks and trademark and service mark registrations and applications set forth on <u>Schedule A</u> attached hereto, together with the goodwill of the business symbolized thereby (the "<u>Released Trademarks</u>");

WHEREAS, the Agent recorded its security interest in the Released Trademarks with the United States Patent and Trademark Office (the "<u>USPTO</u>") on December 18, 2013, at Reel/Frame No. 5176/0304; and

WHEREAS, the Agent has duly authorized the execution, delivery and performance of this Release.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Agent agrees, for the benefit of the Company, as follows:

- SECTION 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement (it being understood that, in the event of any conflict, such terms shall have the meanings provided or provided by reference in the Security Agreement).
- SECTION 2. <u>Release of Security Interest</u>. The Agent does hereby release, relinquish and discharge its lien on and security interest in, and right of setoff against, all of the Company's right, title and interest in, to and under the Released Trademarks.
- SECTION 3. <u>Termination</u>. The Agent, without any recourse, representation or warranty, hereby terminates and cancels the Trademark Security Agreement.
- SECTION 4. <u>Further Assurances</u>. The Agent hereby authorizes the Company or the Company's authorized representative to (i) record this Release with the USPTO and/or (ii) otherwise record or file this Release in the applicable governmental office or agency. The Agent

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further agrees to execute and deliver to the Company any and all further documents and instruments, and do any and all further acts which the Company (or their agents or designees) reasonably request (at the Company's sole cost and expense) in order to confirm this Release and the Company's right, title and interest in, to and under the Released Trademarks.

SECTION 5. <u>Choice of Law</u>. This Release shall be governed by, and construed in accordance with, the laws of the state of New York, but giving effect to federal laws applicable to national banks.

SECTION 6. <u>Counterparts</u>. This Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signatures Follow On Next Page.]

TRADEMARK REEL: 006231 FRAME: 0358 IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date set forth above.

KPS SPECIAL SITUATIONS FUND III (A),  $\,$ 

L.P., as Agent

By:

KPS Investors III, Ltd.

its general partner

Name:

Title:

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Raquel Palmer

Vice President

### SCHEDULE A

## U.S. Trademark Applications and Registrations

Title	App No.	App. Date	Reg. No.	Reg. Date
LANE	72/068,578	02/27/1959	682,876	08/04/1959
LANE	72/437,770	10/10/1972	983,330	05/07/1974
LANE	85/977,589	08/12/2011	4,247,540	11/20/2012
CHAIRSIDER	74/335,805	12/01/1992	1,788,188	08/17/1993
COMFORT LINK	75/417,318	01/08/1998	2,360,633	06/20/2000
COMFORT SHOWCASE	75/026,822	11/17/1995	2,111,207	11/04/1997
COMFORTKING	75/227,610	01/17/1997	2,254,055	06/15/1999
COMFORTMAX	78/348,826	01/07/2004	2,961,504	06/07/2005
IREST	85/801,127	12/12/2012	4,515,742	04/15/2014
IRest Design	85/801,122	12/12/2012	4,515,741	04/15/2014
I-REST	77/020,096	10/12/2006	3,472,858	07/22/2008
SNUGGLER	75/335,992	08/05/1997	2,262,041	07/20/1999
THE MOST COMFORTABLE SEAT IN THE HOUSE	73/266,860	06/18/1980	1,172,308	10/06/1981
WALL SAVER	73,084,670	04/21/1976	1,071,857	08/23/1977

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**RECORDED: 12/08/2017**