

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM530399

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		07/01/2019	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Hantover, Inc.
Street Address:	P.O. Box 410646
City:	Kansas City
State/Country:	MISSOURI
Postal Code:	64141
Entity Type:	Corporation: MISSOURI
Name:	ARY, Inc.
Street Address:	5200 West 110th Street
City:	Overland Park
State/Country:	KANSAS
Postal Code:	66211
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	3730118	KAPOOSH
Registration Number:	3062355	POWER KNOCKER
Registration Number:	2871759	TRIMIT
Registration Number:	2350162	GLOVE COMPARTMENT
Registration Number:	2410254	KNIFE BLOCK
Registration Number:	2188498	POP'S
Registration Number:	2246750	POWER KNOCKER
Registration Number:	1347265	"THE KNOCKER"
Registration Number:	3312697	COMFORT GRIP
Registration Number:	3173699	MAXX WEAR
Registration Number:	3120152	ARY
Registration Number:	3703670	TOTAL FRESHNESS SYSTEM
Registration Number:	3600408	GAMEMASTER

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3823256	COMFORT GRIP
Registration Number:	1706276	VACMASTER

CORRESPONDENCE DATA

Fax Number: 2163485474

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: 216-348-5400

Email: ipmailbox@mcdonaldhopkins.com

Correspondent Name: McDonald Hopkins LLC

Address Line 1: 600 Superior Avenue East

Address Line 2: Suite 2100

Address Line 4: Cleveland, OHIO 44114

NAME OF SUBMITTER: Alec F. Davidson

SIGNATURE: /Alec F. Davidson/

DATE SIGNED: 07/03/2019

Total Attachments: 12

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RELEASE OF TRADEMARK SECURITY INTEREST

THIS RELEASE OF TRADEMARK SECURITY INTEREST (this "Release") is made and effective as of July 1st, 2019, by Bank of America, N.A., a national banking association (the "Bank"), for the benefit of Hantover, Inc. ("Hantover") and ARY, Inc. ("ARY," together with Hantover are referred to herein as the "Companies").

WHEREAS, the Bank, the Companies, and other borrower parties thereto, entered into that Second Amended and Restated Loan and Security Agreement dated as of November 21, 2008, as amended from time to time, and certain other documents, instruments, and agreements executed in connection therewith (as amended, restated and modified, the "Loan Documents");

WHEREAS, pursuant to the Loan Documents, the Companies pledged and granted to the Bank a lien on and security interest in, among other things, the trademarks owned by the Companies as identified on **Schedule I** attached hereto and incorporated herein by reference (the "Trademark Collateral"), and evidence of such pledge, lien and security interest was recorded with The United States Patent and Trademark Office on March 9, 2009 at Reel 3948, Frame 0263;

WHEREAS, on January 31, 2012, the Companies and the other borrower parties to the Loan Documents paid off in full all obligations owed to the Bank under the Loan Documents, a copy of the executed payoff letter dated January 31, 2012 is attached hereto as **Exhibit A**; and

WHEREAS, the Bank desires to evidence the release of all liens in the Trademark Collateral, and the termination, release and discharge in full of the Bank's lien in the Companies' right, title and interest in the Trademark Collateral.

NOW, THEREFORE, the Bank agrees as follows:

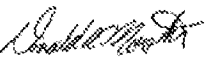
1. **Release of Security Interest**. The Bank, its successors, legal representatives, and assigns, hereby releases and discharges any and all collateral pledges, grants, assignments, liens and security interests it has in the Trademark Collateral and any and all right, title and interest it may have in and to the Trademark Collateral originally granted to the Bank pursuant to the Loan Documents.

2. **Recordation of Release**. This Release has been executed and delivered by the Bank to the Companies for the purpose of recording with the United States Patent and Trademark Office (USPTO), and the Bank hereby authorizes the Companies to (i) record this Release with the USPTO and/or (ii) otherwise record or file this Release in the applicable governmental office or agency.

[Signature Page Follows]

IN WITNESS WHEREOF, the Bank has caused this Release to be duly executed by its authorized officer as of the day and year first written above.

BANK OF AMERICA, N.A.,
a national banking association

By: 
Name: Donald A. Mastro
Title: Senior Vice President

SCHEDULE I

List of the Trademark Collateral

Owner: Hantover, Inc.

Mark	Serial Number	Filing Date	Registration Number	Registration Date
KAPOOSH	78875514	05/03/2006	3730118	12/22/2009
POWER KNOCKER	78450743	07/14/2004	3062355	02/28/2006
TRIMIT	78286864	08/13/2003	2871759	08/10/2004
GLOVE COMPARTMENT	75752928	07/16/1999	2350162	05/16/2000
KNIFE BLOCK	75752927	07/16/1999	2410254	12/05/2000
POP'S	75242934	02/18/1997	2188498	09/08/1998
POWER KNOCKER	75014155	11/02/1995	2246750	05/18/1999
"THE KNOCKER"	73514219	12/18/1984	1347265	07/09/1985

Owner: ARY, Inc.

Mark	Serial Number	Filing Date	Registration Number	Registration Date
COMFORT GRIP	78978680	11/04/2005	3312697	10/16/2007
MAXX WEAR	78739261	10/24/2005	3173699	11/21/2006
ARY	78678948	07/26/2005	3120152	07/25/2006
TOTAL FRESHNESS SYSTEM	78945437	08/04/2006	3703670	10/27/2009
GAMEMASTER	78945425	08/04/2006	3600408	03/31/2009
COMFORT GRIP	78747186	11/04/2005	3823256	07/20/2010
VACMASTER	74199519	08/30/1991	1706276	08/11/1992

EXHIBIT A

Payoff Letter

[See Attached]

Dated: as of January 31, 2012

Hantover, Inc.
10301 Hickman Mills Drive, Suite 200
Kansas City, Missouri 64137
Attention: Mr. David Vaught

Ary, Inc.
10301 Hickman Mills Drive, Suite 200
Kansas City, Missouri 64137
Attention: Mr. David Vaught

Sanwa Professional Cutlery Inc.
10301 Hickman Mills Drive, Suite 200
Kansas City, Missouri 64137
Attention: Mr. David Vaught

M8 Products, LLC
10301 Hickman Mills Drive, Suite 200
Kansas City, Missouri 64137
Attention: Mr. David Vaught

Ladies and Gentlemen:

This will confirm that upon receipt of \$18,217,768.65 (the "**Payoff Amount**"), a release and agreement in the form attached as Exhibit A (the "**Release**") and a lender's indemnification in the form attached as Exhibit B (the "**Indemnity**"), all of your existing obligations to the undersigned pursuant to that certain Second Amended and Restated Loan and Security Agreement dated as of November 21, 2008, as amended from time to time (as amended, restated, modified or supplemented and in effect from time to time, the "**Agreement**") and any documents, instruments, and agreements executed in connection therewith (the "**Other Agreements**" and together with the Agreement, collectively, the "**Loan Documents**") will be satisfied in full and loan arrangements between you and the undersigned will be terminated. For each day after January 31, 2012 that payment of the amount set forth above is not received by the undersigned, you will owe the undersigned per diem interest and such interest must be paid in full to satisfy your obligations to and terminate your loan arrangements with the undersigned. In order for you to receive credit for such amount on any business day, we must receive such amount at the account listed below on or before 3:00 P.M. (Chicago time) on such business day. Amounts received by us after such time shall be credited to your account on the next business day after receipt. The provisions of this letter shall terminate if the Payoff Amount, Release and Indemnity is not received in accordance with the terms of this letter on or before January 31, 2012.

The breakdown of the Payoff Amount is as follows:

Revolver Principal	\$18,144,789.19
Accrued Interest on Revolver	\$51,503.63
Accrued Collection on Days Charge	\$1,366.47
Unused Line Fee	\$1,484.36
Collateral Management Fee	\$410.00
Servicing Fee	\$215.00
Legal Fees and Expenses	\$7,500.00
<u>Analysis Fee</u>	<u>\$10,500.00</u>

TOTAL

\$18,217,768.65

The foregoing amounts should be sent by wire transfer of immediately available funds to:

B of A Chicago Collection
ABA # 026009593 New York, NY [Hantover]
Account No.: 940 174 3041 (IMPACS CT)

Notwithstanding anything to the contrary contained herein, please be advised that the undersigned reserves the right to revise the Payoff Amount in the event that there has been a manifest error in compiling the Payoff Amount, including, without limitation, mathematical errors or ministerial clerical errors; provided, however, that a revision of the Payoff Amount subsequent to receipt by the undersigned of the original quoted Payoff Amount shall not negate the termination, release and authorization or other undertakings of the undersigned in the following paragraph.

Upon receipt of the Payoff Amount, Release and Indemnity, all of the undersigned's liens on and security interests in your property and the property of your affiliates/subsidiaries granted and assigned to the undersigned pursuant to the Loan Documents shall be deemed to have automatically been terminated and released and the undersigned hereby authorizes you or your designee to file Uniform Commercial Code ("UCC") termination statements and agrees to promptly execute and deliver to you or to such other party as you may direct all promissory notes evidencing your debt to the undersigned pursuant to the Loan Documents and such mortgage releases and other releases, terminations and satisfactions of the undersigned's liens on, and security interests in, your property and the property of your affiliates/subsidiaries as are necessary to evidence the satisfaction of your obligations to the undersigned pursuant to the Loan Documents and the termination of the undersigned's interest in all collateral held with respect thereto.

The undersigned acknowledges that U.S. Bank National Association intends to make loans to, and extend certain other financial accommodations in favor of you, and will rely upon the foregoing in connection with the making of such loans and the extension of such other financial accommodations.

[Remainder of page intentionally left blank; signature page follows]

Very truly yours,

Bank of America, N.A.

By: 

Name: Steven J. Chalmers

Title: V.P.

EXHIBIT A - RELEASE AND AGREEMENT

RELEASE AND AGREEMENT

THIS RELEASE AND AGREEMENT is entered into by and between Bank of America, N.A. ("**Lender**") and Hantover, Inc., a Missouri corporation ("**Hantover**"), Ary, Inc., a Missouri corporation ("**Ary**"), Sanwa Professional Cutlery Inc., a Missouri corporation ("**Sanwa**"), and M8 Products, LLC, a Nevada corporation ("**M8 Products**", and together with Hantover, Ary and Sanwa, collectively, "**Borrowers**" and each a "**Borrower**").

WITNESSETH:

WHEREAS, on November 21, 2008, Lender and Borrowers entered into a Second Amended and Restated Loan and Security Agreement, as amended from time to time (as amended, restated, modified or supplemented and in effect from time to time, the "**Loan Agreement**"), for the purpose of providing Borrowers with loans, advances and financial accommodations;

WHEREAS, Borrowers granted Lender security interests in and liens upon substantially all of Borrowers' property to secure the liabilities and obligations owing to Lender under the Loan Agreement;

WHEREAS, Borrowers have made repayment to Lender of all amounts borrowed under the Loan Agreement or otherwise; and

WHEREAS, Lender has fulfilled all of its obligations to Borrowers under the Loan Agreement or otherwise;

NOW, THEREFORE, in consideration of the mutual representations, releases and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by all parties, Lender and Borrowers hereby agree as follows:

1. Releases of Claims of Borrower. Each Borrower hereby fully and forever releases, withdraws, waives and discharges any and all claims, rights, demands, damages, causes of action, judgments or liabilities which such Borrower has, had or may have ever had against Lender, including but not limited to any claims under the Loan Agreement.

2. Release of Claims of Lender. Except as provided in Section 3 below, Lender hereby fully and forever releases, withdraws, waives and discharges any and all claims, rights, demands, security interests, mortgages, liens, damages, causes of action, judgments or liabilities which Lender has, had or may have ever had against Borrowers, including but not limited to any claims under the Loan Agreement, but

excluding any claims arising under Section 19 of the Loan Agreement after the date hereof.

3. Certain Obligations of Borrower Not Released. Borrowers shall remain liable to Lender, and Lender shall not be deemed to have released Borrowers with respect to, (a) claims related to checks deposited to the account of any of Borrowers that are returned unpaid by the bank to which they were presented for payment for any reason, and (b) claims related to automatic clearinghouse transfers or wire transfers out of any Borrower's account initiated by any Borrower or any other authorized person that have not yet been posted to a Borrower's account at the time of repayment as set forth above, and (c) claims that arise because Lender is required by a court of competent jurisdiction or similar body to disgorge any amounts paid over to Lender by, or on behalf of, any Borrower.

4. Purpose. The purpose of this Release and Agreement is to fully and forever dispose of any claims, known or unknown, matured or unmatured, by and between the respective parties thereto, arising out of any act, known or unknown, occurring prior to the date hereof, except as specified in Section 3 above.

5. Binding Effect. This Release and Agreement shall inure to the benefit of and be binding upon the respective parties hereto and their respective successors and assigns.

6. Governing Law. This Release and Agreement shall be governed and controlled by the internal laws of the State of Illinois.

Executed as of the _____ day of January, 2012.

BORROWERS:

HANTOVER, INC.

By: _____

Name: _____

Title: _____

ARY, INC.

By: _____

Name: _____

Title: _____

**SANWA PROFESSIONAL CUTLERY
INC.**

By: _____

Name: _____

Title: _____

M8 PRODUCTS, LLC

By: _____

Name: _____

Title: _____

LENDER:

BANK OF AMERICA, N.A.

By: _____

Name: _____

Title: _____

EXHIBIT B - INDEMNIFICATION LETTER

INDEMNIFICATION LETTER

Dated: as of January __, 2012

U.S. Bank National Association
9900 W. 87th St.
Overland Park, KS 66212

RE: Hantover, Inc., a Missouri corporation ("**Hantover**"), Ary, Inc., a Missouri corporation ("**Ary**"), Sanwa Professional Cutlery Inc., a Missouri corporation ("**Sanwa**"), and M8 Products, LLC, a Nevada corporation ("**M8 Products**", and together with Hantover, Ary and Sanwa, collectively, "**Borrowers**" and each a "**Borrower**").

Ladies and Gentlemen:

You have requested that (i) Bank of America, N.A. ("**Lender**") accept payment in full of all indebtedness and liabilities (the "**Liabilities**") of the above named Borrowers owing to Lender as of January __, 2012 and (ii) Lender terminate its financing arrangements with and security interests in all the assets of the Borrowers (the "**Collateral**") which have been previously pledged to Lender as security for the Borrowers' Liabilities. Lender shall do so provided that: (i) Lender receives payment in full of all the Borrowers' Liabilities; (ii) Lender is in receipt of an executed Release and Agreement from the Borrowers, which shall be in form and substance satisfactory to Lender; and (iii) you provide Lender the indemnity outlined below. Items (i), (ii) and (iii) above shall be evidenced, respectively, by Lender's receipt of the Payoff Amount referenced in the payoff letter dated as of even date herewith addressed to Borrowers (the "**Payoff Letter**"), the signed Release and Agreement in the form attached to the Payoff Letter as Exhibit A and this Indemnification Letter countersigned by you and Borrowers.

You agree to pay to Lender, upon request and upon receipt of reasonable documentation therefor, any amounts subsequently found to be due and owing by any of the Borrowers to Lender, either (a) because checks deposited to the credit of a Borrower have been returned unpaid by the bank to which they were presented for payment for any reason, including, without limitation, checks returned for insufficient funds, or (b) because automatic clearinghouse or wire transfers out of a Borrower's account initiated by any Borrower or any other authorized person have not yet been posted to a Borrower's account, in each case provided that such request is made within 45 days of the date hereof. Upon such event, Lender shall surrender to you any such checks, without recourse, along with all rights to take action to collect and recover any amounts paid by you to Lender on account of any such checks or automatic clearinghouse or wire transfers.

Very truly yours,

BANK OF AMERICA, N.A.

By: _____

Name: _____

Title: _____

Accepted and Agreed as of the
__ day of January, 2012.

U.S. BANK NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

Borrowers:

HANTOVER, INC.

By: _____
Name: _____
Title: _____

ARY, INC.

By: _____
Name: _____
Title: _____

SANWA PROFESSIONAL CUTLERY INC.

By: _____
Name: _____
Title: _____

M8 PRODUCTS, LLC

By: _____
Name: _____
Title: _____