

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM541453

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Texas Capital Bank, National Association		09/17/2019	National Banking Association:
RECEIVING PARTY DATA			
Name:	Powerhouse Retail Services, LLC		
Street Address:	812 S. Crowley Rd.		
Internal Address:	Suite A		
City:	Crowley		
State/Country:	TEXAS		
Postal Code:	76036		
Entity Type:	Limited Liability Company: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4174411	INFINITY BY POWERHOUSE	
Registration Number:	4174398	INFINITY BY POWERHOUSE	
Registration Number:	4170653	POWERHOUSE RETAIL SERVICES	
Registration Number:	4174392	POWERHOUSE RETAIL SERVICES	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	212-728-8000		
Email:	ipdept@willkie.com		
Correspondent Name:	Matthew S. Makover		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
NAME OF SUBMITTER:	Matthew S. Makover		
SIGNATURE:	/Matthew S. Makover/		
DATE SIGNED:	09/18/2019		
Total Attachments: 4			
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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made this 17th day of Sept., 2019 (the "Release Date"), by Texas Capital Bank, National Association, (the "Agent"), for the benefit of Powerhouse Retail Services, LLC, a Texas limited liability company (the "Grantor").

WHEREAS, the Grantor entered into that certain Security Agreement, dated as of June 21, 2013 with the Agent and the other grantors signatory thereto (the "Security Agreement");

WHEREAS, the Powerhouse Partners, L.L.C. entered into that certain Credit Agreement, dated as of June 21, 2013, with the Agent (the "Credit Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor pledged and granted to the Agent a lien on and security interest in and to all of its right, title and interest in, to and under all of the following Collateral of Grantor, whether then existing or thereafter arising or acquired from time to time (collectively, the "Trademark Collateral"): all of Grantor's Trademarks, including (a) each registration, and application listed on Schedule 1 hereto, (b) all extensions or renewals of any of the foregoing, (c) all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark, (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (e) all products and Proceeds of the foregoing, including any income, royalties, and awards and any claim by Grantor against third parties for past, present or future infringement of any Trademark or any Trademark licensed under a Trademark License;

WHEREAS, the Agent filed the Security Agreement with the United States Patent and Trademark Office (the "USPTO") as a notice of security interest in the Trademark Collateral, and the Security Agreement was recorded by the USPTO on August 26th, 2013 at Reel 5112, Frame 0638; and

WHEREAS, the Obligations have been paid in full and upon such payment all security interests granted to the Agent under the Security Agreement, including in the Trademark Collateral, were released and terminated, and the Agent wishes to further evidence such release.

NOW THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent agrees as follows:

1. Release of Security Interest. The Agent hereby irrevocably and forever terminates, releases and discharges the Security Agreement, any and all of its security interest in, and all of its right, title and interest in, to and under, the Trademark Collateral granted by Grantor under the Security Agreement.
2. Recordation of Release. The Agent understands and agrees that this Release may be recorded by or for Grantor with the USPTO.

3. Further Actions. The Agent further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that Grantor may reasonably require to effect the intent and purpose of this Release.

4. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Security Agreement and the Credit Agreement, as applicable.

[Signature page follows]

IN WITNESS WHEREOF, the Agent, through its duly authorized representative, has caused this Release to be executed as of the Release Date.



TEXAS CAPITAL BANK, NATIONAL ASSOCIATION

By: Paul Hissin

Name: Paul Hissin
Title: Vice President

Schedule 1

Trademarks

Trademark	Application Number	Application Date	Registration Number	Registration Date
INFINITY BY POWERHOUSE and Design 	85422632	14-SEP-2011	4174411	17-JUL-2012
INFINITY BY POWERHOUSE	85420212	12-SEP-2011	4174398	17-JUL-2012
POWERHOUSE RETAIL SERVICES	85419091	09-SEP-2011	4170653	10-JUL-2012
POWERHOUSE RETAIL SERVICES and Design 	85419133	09-SEP-2011	4174392	17-JUL-2012