

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM607464

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.		11/04/2020	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	HUMANSIZE CORPORATION, successor by merger to Ergoview Technologies Corp.		
Street Address:	220 Circle Drive North		
City:	Piscataway		
State/Country:	NEW JERSEY		
Postal Code:	08854		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2995306	ERGO GEAR	
Registration Number:	3017627	ERGO GEAR	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<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:	3128637198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy J. Brougher, Paralegal		
Address Line 1:	c/o Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	2142.028		
NAME OF SUBMITTER:	Nancy Brougher		
SIGNATURE:	/njb/		
DATE SIGNED:	11/08/2020		
Total Attachments: 4			
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RELEASE OF SECURITY INTERESTS IN TRADEMARKS

This Release of Security Interests in Trademarks ("Release") is made as of the 4th day of November, 2020 (the "Release Date"), by BANK OF AMERICA, N.A. ("Secured Party") having an office located at 1600 John F. Kennedy Boulevard, Suite 1200, Philadelphia, Pennsylvania 19103 in favor of HUMANSIZE CORPORATION (in its own capacity and in its capacity of successor by merger to ERGOVIEW TECHNOLOGIES CORP., the "Grantor") having an office located at 220 Circle Drive North, Piscataway, New Jersey 08854.

WHEREAS, a Trademark Security Agreement between the Secured Party and Ergoview dated November 4, 2010 (the "Trademark Security Agreement") was recorded on November 11, 2010 with the Assignment Recordation Branch of the U.S. Patent and Trademark Office, at Reel 004408, Frame 0585.

WHEREAS, Secured Party has agreed to terminate, release and discharge its security interest in all the trademarks subject to the Trademark Security Agreement and Trademark Amendment, including the trademarks listed on Schedule A (collectively, the "Trademarks").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Secured Party hereby agree as follows:

All of Secured Party's security interests, liens, pledges, mortgages, and other encumbrances of any kind whatsoever created against the Trademarks pursuant to the Trademark Security Agreement and Trademark Amendment (collectively, the "Security Interests") are hereby automatically terminated, released and discharged, and the Secured Party shall sign any additional termination documents reasonably requested by Grantor at Grantor's cost and expense, including filings with the U.S. Patent and Trademark Office against the Trademarks, as shall be necessary to effect the termination, release and discharge of all of the Security Interests, each at Grantor's cost and expense.

If and to the extent that Secured Party has acquired any right, title or interest in or to any of the Trademarks, it hereby assigns and transfers such rights, title or interest to Grantor, along with any goodwill in the Trademarks that the Secured Party may have acquired.

This Release shall be governed by the laws of the State of New York. This Release shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Release may be executed in any number of separate counterparts, each of which shall, collectively and separately, constitute one and the same instrument, and any signature page delivered by electronic transmission shall have same effect as the delivery of an original thereof. EACH PARTY TO THIS RELEASE HEREBY EXPRESSLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS RELEASE OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT HERETO, OR THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT


OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS RELEASE MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

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IN WITNESS WHEREOF, each of the parties hereto has caused this document to be signed as of the date first set forth above by a duly authorized representative.

SECURED PARTY:

BANK OF AMERICA, N.A.

By: 
Name: Christy Bowen
Title: Senior Vice President

SCHEDULE A

Trademarks

U.S. Trademarks Owned: 2

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>File Date</u>
ERGO GEAR	2,995,306	September 13, 2005	July 28, 2004
ERGO GEAR	3,017,627	November 22, 2005	July 29, 2004