

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM617437

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|---|-------------------------------------|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| CITIZENS BANK, N.A. | | 12/29/2020 | National Banking Association: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | HEAROS, LLC | | |
| Street Address: | 968 Albany Shaker Road | | |
| City: | Latham | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 12110 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 10 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3443961 | SLEEP PRETTY IN PINK | |
| Registration Number: | 5325871 | DAZZLEARS | |
| Registration Number: | 4145476 | | |
| Registration Number: | 4592948 | HEAROS | |
| Registration Number: | 1787441 | HEAROS | |
| Registration Number: | 5179996 | PEACE & COFFEE | |
| Registration Number: | 4963561 | PLUG IN. | |
| Registration Number: | 4592951 | SLEEP PRETTY IN PINK | |
| Registration Number: | 4705086 | THE FUTURE IS HEAR | |
| Serial Number: | 87585390 | THE SHIELD | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7045032622 | | |
| <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: | 7045032600 | | |
| Email: | msheehan@kslaw.com | | |
| Correspondent Name: | King & Spalding LLP | | |
| Address Line 1: | 300 S. Tryon St., Ste 1700 | | |
| Address Line 2: | Attn: Moira Sheehan | | |

OP \$265.00 3443961

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|--|---------------------------------|
| Address Line 4: | Charlotte, NORTH CAROLINA 28202 |
| ATTORNEY DOCKET NUMBER: | 18588.015321 - 10 |
| NAME OF SUBMITTER: | Moira Sheehan |
| SIGNATURE: | /Moira Sheehan/ |
| DATE SIGNED: | 12/30/2020 |
| Total Attachments: 3 source=PIP - Termination and Release of Trademark Security Agreement (6473.0881) 10 Marks#page1.tif source=PIP - Termination and Release of Trademark Security Agreement (6473.0881) 10 Marks#page2.tif source=PIP - Termination and Release of Trademark Security Agreement (6473.0881) 10 Marks#page3.tif | |

**TERMINATION AND RELEASE OF
FIRST LIEN TRADEMARK SECURITY AGREEMENT**

This **TERMINATION AND RELEASE OF FIRST LIEN TRADEMARK SECURITY AGREEMENT** (this “*Termination and Release*”) is granted as of December 29, 2020 by **CITIZENS BANK, N.A.**, as Agent (the “*Assignee*”), in favor of **HEAROS, LLC** (the “*Grantor*”).

WHEREAS, Grantor executed and delivered a First Lien Trademark Security Agreement dated as of October 31, 2018 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the “*Grant*”) granting the Assignee a security interest in and lien on certain trademarks and trademark applications (“*Trademarks*”) described therein, which was recorded with the United States Patent and Trademark Office (“*USPTO*”) on November 2, 2018, at Reel 6473, Frame 0881;

WHEREAS, Grantor has requested that Assignee hereby terminate, release and discharge fully its security interests in and liens on all right, title and interest of the Grantor in, to and under all of the Trademarks as herein provided; and

WHEREAS, Grantor has requested that the Assignee provide a document suitable for recording with the USPTO to evidence the release of the Assignee’s security interests in and liens on the certain Trademarks as herein provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignee hereby:

1. terminates the Grant and releases, terminates and discharges, without representation, recourse or warranty whatsoever, all of its liens and security interests in the Grantor’s right, title and interest in, to and under the Trademarks, and all goodwill associated therewith, including those certain Trademarks identified in Schedule I hereto; and
2. authorizes and requests that this Termination and Release be recorded, at the Grantors’ expense, at the USPTO.

THIS TERMINATION AND RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE CONFLICT OF LAW RULES) OF THE STATE OF NEW YORK.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

CITIZENS BANK, N.A.,
as Agent

By: 

Name: Patricia Ketter

Title: SUP

[Signature Page to Termination and Release of First Lien Trademark Security Agreement]

TRADEMARK
REEL: 007150 FRAME: 0609

SCHEDULE I TO
TERMINATION AND RELEASE OF FIRST LIEN TRADEMARK SECURITY AGREEMENT

Trademarks and Trademark Applications

| <u>Owner</u> | <u>Trademark</u> | <u>App. No.</u> | <u>Reg. No.</u> |
|--------------|---|-----------------|-----------------|
| Hearos, LLC | SLEEP BETTER IN PINK | App 77171421 | Reg 3443961 |
| Hearos, LLC | DAZZLEARS | App 87389450 | Reg 5325871 |
| Hearos, LLC |  | App 85330051 | Reg 4145476 |
| Hearos, LLC | HEAROS | App 86188179 | Reg 4592948 |
| Hearos, LLC | HEAROS | App 74299607 | Reg 1787441 |
| Hearos, LLC | Peace & Coffee | App 87118625 | Reg 5179996 |
| Hearos, LLC | Plug In. | App 86752712 | Reg 4963581 |
| Hearos, LLC | <i>Sleep Better</i> | App 86189150 | Reg 4592951 |
| Hearos, LLC | The Future is Now | App 86179109 | Reg 4705086 |
| Hearos, LLC | THE SHIELD | App 87585390 | |