

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM638290

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ISRAEL DISCOUNT BANK OF NEW YORK, AS ADMINISTRATIVE AGENT		03/30/2021	BANK: NEW YORK

RECEIVING PARTY DATA

Name:	KOBRA INTERNATIONAL, LTD.
Street Address:	525 Seventh Avenue, 20th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	Corporation: NEW YORK

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Serial Number:	77268109	N BY NICOLE MILLER
Registration Number:	4589079	ARTELIER NICOLE MILLER
Registration Number:	4580464	ARTELIER NICOLE MILLER
Registration Number:	4389699	ARTELIER NICOLE MILLER
Registration Number:	4343470	NICOLE MILLER
Registration Number:	4284578	NNNN
Registration Number:	3989866	NNNN
Registration Number:	3989862	NNNN
Registration Number:	3989858	NNNN
Registration Number:	3861340	3RD DATE COLLECTION
Registration Number:	3604321	NICOLE BY NICOLE MILLER
Registration Number:	3354036	NICOLE MILLER NEW YORK
Registration Number:	3357703	NICOLE MILLER COLLECTION
Registration Number:	3309460	NICOLE MILLER STUDIO
Registration Number:	3304479	NICOLE BY NICOLE MILLER
Registration Number:	3262496	NICOLE MILLER
Registration Number:	3238425	MILLERGIRL
Registration Number:	3192111	NICOLE MILLER

CH \$840.00 77268109

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3154986	NICOLE BY NICOLE MILLER
Registration Number:	2855579	NICOLE MILLER
Registration Number:	2842350	NICOLE MILLER
Registration Number:	2753521	NICOLE MILLER
Registration Number:	2618743	NICOLE MILLER
Registration Number:	2488518	NICOLE MILLER
Registration Number:	2237645	NICOLE NICOLE MILLER
Registration Number:	2067507	NICOLE MILLER
Registration Number:	1974853	NICOLE MILLER
Registration Number:	1902188	NICOLE MILLER
Registration Number:	1841144	NICOLE MILLER
Registration Number:	1787269	NICOLE MILLER
Registration Number:	1783441	NICOLE MILLER
Registration Number:	1783390	NICOLE MILLER
Registration Number:	1277092	NICOLE MILLER

CORRESPONDENCE DATA

Fax Number: 9735972400

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: 9735972500

Email: lstrademark@lowenstein.com

Correspondent Name: Vanessa A. Ignacio, Esq.

Address Line 1: Lowenstein Sandler LLP

Address Line 2: One Lowenstein Drive

Address Line 4: Roseland, NEW JERSEY 07068

ATTORNEY DOCKET NUMBER:	39402.2
NAME OF SUBMITTER:	Vanessa A. Ignacio, Esq.
SIGNATURE:	/Vanessa A. Ignacio/
DATE SIGNED:	04/09/2021

Total Attachments: 7

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Recordal)#page7.tif

Termination and Release of Trademark Security Interest

This **Termination and Release of Trademark Security Interest** (the "Trademark Release"), dated as of March 30, 2021 (the "Effective Date"), is made by **KOBRA INTERNATIONAL, LTD.**, a New York corporation (the "Grantor") and **ISRAEL DISCOUNT BANK OF NEW YORK**, as Administrative Agent (in such capacity, the "Secured Party"). The Grantor and Secured Party are sometimes referred herein as each a "Party" and, collectively, the "Parties."

WHEREAS, pursuant to the terms of that certain (i) Amended and Restated Credit Agreement dated as of June 15, 2015 (as amended and/or supplemented from time to time, the "Credit Agreement") by and among the Grantor, the lenders from time to time a party thereto (collectively the "Lenders") and the Secured Party, (ii) Grant of Security Interest (Trademarks) dated as of November 14, 2007 (the "2007 Grant"), (iii) Amended and Restated Security Agreement, dated as of June 15, 2015 (as amended and/or supplemented from time to time (the "2015 Security Agreement") by and between the Grantor, the subsidiaries of the Grantor from time to time party thereto and the Secured Party, and (iv) Grant of Security Interest (Trademarks) dated as of June 15, 2015 (the "2015 Grant") by and between Grantor and Secured Party, the Grantor has secured certain of its Obligations (as defined in the Credit Agreement) by granting to the Secured Party for the benefit of the other Lenders a continuing security interest in substantially all personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below).

WHEREAS, the 2007 Grant was recorded with the United States Patent and Trademark ("USPTO") Office on December 13, 2007 at trademark assignment **Reel: 003679 Frame: 0021, 0022, 0023, 0024, 0025, 0026, 0027**, and the 2015 Grant was recorded with the USPTO on June 23, 2015 at trademark assignment **Reel: 005558 Frame: 0533**.

WHEREAS, the Secured Party wishes to terminate and release its lien and security interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, Secured Party hereby represents, warrants, covenants and agrees, for the benefit of Grantor, as follows:

1. Defined Terms. Unless otherwise defined herein, capitalized terms defined in the Credit Agreement and the 2015 Security Agreement and used herein, have the meaning given to them in the Credit Agreement and the 2015 Security Agreement, as applicable.
2. Release of Security Interest. The Secured Party hereby terminates, releases, and discharges its lien and continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto; and

(ii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule 1) together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof and any and all causes of action which may exist by reason of infringement thereof.

3. Further Assurances. Secured Party hereby authorizes Grantor to (i) record this Trademark Release with the USPTO, (ii) file UCC termination statements with the applicable filing office in order to memorialize the release of the security interest of the Secured Party in the Trademark Collateral, and/or (iii) otherwise record or file this Trademark Release in the applicable foreign or domestic governmental office or agency. Secured Party hereby further agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, in each case at Grantor's expense, as may be reasonably necessary to effect the release of the security interest in the Trademark Collateral contemplated hereby.

4. Counterparts. This Trademark Release may be executed in any number of counterparts and by the different Parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original, and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Release electronically or by telecopy shall be as effective as delivery of a manually executed counterpart of this Trademark Release.

5. Successors and Assigns. This Trademark Release will be binding on and shall inure to the benefit of the Parties hereto and their respective permitted successors and assigns.

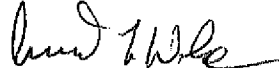
6. Severability. Each provision of this Trademark Release will be interpreted in such a manner as to be effective and valid under applicable law, but if any term or other provision of this Trademark Release is held to be invalid, illegal or unenforceable under applicable law, all other provisions of this Trademark Release shall remain in full force and effect.

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IN WITNESS WHEREOF, the Parties have caused this Trademark Release to be duly executed by their authorized representatives as of the Effective Date.

GRANTOR:

KOBRA INTERNATIONAL, LTD.

By: 
Name: Amy T. Wilson
Title: Vice President Finance

SECURED PARTY:

ISRAEL DISCOUNT BANK OF NEW YORK

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Parties have caused this Trademark Release to be duly executed by their authorized representatives as of the Effective Date.

GRANTOR:

KOBRA INTERNATIONAL, LTD.

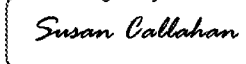
By: _____

Name: _____

Title: _____

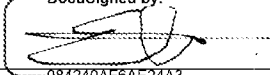
SECURED PARTY:

ISRAEL DISCOUNT BANK OF NEW YORK

By:  _____
DocuSigned by: Susan Callahan

Name: Susan L. Callahan

Title: First Vice President

By:  _____
DocuSigned by: Ender Cetin

Name: Ender Cetin

Title: Senior Vice President

Schedule 1

Trademarks (2007) and (2015)

SCHEDULE B**TRADEMARKS**

<u>MARK</u>	<u>SERIAL NO.</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
N BY NICOLE MILLER	77268109	3568310	January 27, 2009
Artelier Nicole Miller	85389466	4589079	August 19, 2014
Artelier Nicole Miller	85389459	4580464	August 5, 2014
Artelier Nicole Miller	85979546	4389699	August 20, 2013
Nicole Miller	85536904	4343470	May 28, 2013
N Star Logo	85190543	4284578	February 5, 2013
N Star Logo	85190592	3989866	July 5, 2011
N Star Logo	85190512	3989862	July 5, 2011
N Star Logo	85190432	3989858	July 5, 2011
3rd Date Collection	77470663	3861340	October 12, 2010
Nicole by Nicole Miller	78558408	3604321	April 7, 2009
Nicole Miller New York	78849191	3354036	December 11, 2007
Nicole Miller Collection	78849186	3357703	December 18, 2007
Nicole Miller Studio	78807938	3309460	October 9, 2007
Nicole by Nicole Miller	78849255	3304479	October 2, 2007
Nicole Miller	78630319	3262496	July 10, 2007
Millergirl	78978010	3238425 Cancelled	May 1, 2007
Nicole Miller	78703204	3192111	January 2, 2007
Nicole by Nicole Miller	78505844	3154986	October 10, 2006
Nicole Miller	76458893	2855579 Assigned/Security	June 22, 2004
Nicole Miller	76458892	2842350 Assigned/Security	May 18, 2004
Nicole Miller	76018539	2753521 Assigned/Security	August 19, 2003

<u>MARK</u>	<u>SERIAL NO.</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
Nicole Miller	76091882	2618743 Cancelled	September 10, 2002
Nicole Miller	75703986	2488518 Assigned/Security	September 11, 2001
Nicole Nicole Miller	75317091	2237645 Assigned/Security	April 6, 1999
Nicole Miller	74554387	2067507 Cancelled	June 3, 1997
Nicole Miller	74658381	1974853 Assigned/Security	May 21, 1996
Nicole Miller	74151534	1902188	June 27, 1995
Nicole Miller	74801596	1841144 Assigned/Security	June 21, 1994
Nicole Miller	74152155	1787269 Assigned/Security	August 10, 1993
Nicole Miller	74166288	1783441 Assigned/Security	July 20, 1993
Nicole Miller	74151533	1783390	July 20, 1993
Nicole Miller	73393186	1277092	May 8, 1984