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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM659379

Stylesheet Version v1.2

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.		07/09/2021	Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Smart Home Pros, Inc.	
Street Address:	4931 North 300 West	
City:	Provo	
State/Country:	UTAH	
Postal Code:	84604	
Entity Type:	Corporation: UTAH	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	86875974	
Serial Number:	86781143	SMART HOME TECHNOLOGIES

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	07/12/2021

Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "<u>Release</u>"), dated as of July 9, 2021 (the "<u>Effective Date</u>"), is made by Bank of America, N.A., in its capacity as administrative agent (in such capacities, together with its successors in such capacity, the "<u>Agent</u>"), in favor of the grantor party identified on the signature page hereto (the "<u>Grantor</u>").

WHEREAS, pursuant to that certain Security Agreement, dated as of November 16, 2012, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the "Security Agreement"), the Grantor granted to the Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of May 31, 2016 (the "<u>Trademark Security Agreement</u>"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on May 31, 2016 at Reel/Frame 5807/0775;

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

- 1. <u>Defined Terms</u>. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
- 2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral, including the trademark registrations and applications set forth on Schedule A attached hereto, arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.
- 3. <u>Termination</u>. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
- 4. <u>Further Assurances</u>. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
- 5. <u>Governing Law</u>. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

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

BANK OF AMERICA, N.A., as Administrative Agent

By: <u>Janoto Varee</u>

Name: Ronaldo Naval

Title: Vice President

[Signature Page to Release of Security Interest in Trademarks]

GRANTOR:

SMART HOME PROS, INC., as Grantor

By:

Name: Dale R. Gerard

Title: Chief Financial Officer

[Signature Page to Release of Security Interest in Trademarks]

SCHEDULE A

Trademarks

Release of Trademark Security Agreement recorded May 31, 2016 at Reel/Frame 5807/0775

RECORDED: 07/12/2021

	Owner	Trademark	Appl. No. Filing Date
1.	Smart Home Pros, Inc.	DESIGN ONLY	86875974
			01/14/2016
2.	Smart Home Pros, Inc.	SMART HOME TECHNOLOGIES	86781143
			10/07/2015