

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM425247

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

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|----------|----------------|--|
| Enhanced Capital Connecticut Fund IV, LLC | | 04/17/2017 | Limited Liability Company: CONNECTICUT |

RECEIVING PARTY DATA

| | |
|------------------------|-------------------------------------|
| Name: | SAC ACQUISITION LLC |
| Street Address: | Two Landmark Square, Suite 300 |
| City: | Stamford |
| State/Country: | CONNECTICUT |
| Postal Code: | 06901 |
| Entity Type: | Limited Liability Company: DELAWARE |

PROPERTY NUMBERS Total: 12

| Property Type | Number | Word Mark |
|----------------------|----------|------------|
| Registration Number: | 2659121 | LOVESAC |
| Registration Number: | 3035784 | LOVESAC |
| Registration Number: | 3035785 | LOVESAC |
| Registration Number: | 3134349 | SACTIONALS |
| Registration Number: | 3234481 | DURAFOAM |
| Registration Number: | 3028008 | SAC |
| Registration Number: | 3244136 | LOVESAC |
| Registration Number: | 3168679 | SQUATTOMAN |
| Registration Number: | 3168632 | SUPERSAC |
| Registration Number: | 3168678 | MOVIESAC |
| Registration Number: | 3409071 | |
| Serial Number: | 85404004 | LOVESAC |

CORRESPONDENCE DATA

Fax Number:

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.

Email: bdsiff@duanemorris.com

Correspondent Name: Brian D. Siff, Esq./Duane Morris LLP

Address Line 1: 1540 Broadway

TRADEMARK

Address Line 4: New York, NEW YORK 10036-4086

NAME OF SUBMITTER: Brian D. Siff

SIGNATURE: /Brian D. Siff/

DATE SIGNED: 04/27/2017

Total Attachments: 10

source=ENHANCED-SAC Patent TM Release#page1.tif

source=ENHANCED-SAC Patent TM Release#page2.tif

source=ENHANCED-SAC Patent TM Release#page3.tif

source=ENHANCED-SAC Patent TM Release#page4.tif

source=ENHANCED-SAC Patent TM Release#page5.tif

source=ENHANCED-SAC Patent TM Release#page6.tif

source=ENHANCED-SAC Patent TM Release#page7.tif

source=ENHANCED-SAC Patent TM Release#page8.tif

source=ENHANCED-SAC Patent TM Release#page9.tif

source=ENHANCED-SAC Patent TM Release#page10.tif

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN PATENTS AND TRADEMARKS**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS AND TRADEMARKS (the "Release") is made this 17th day of April, 2017 by ENHANCED CAPITAL CONNECTICUT FUND I, LLC, a Connecticut limited liability company, ENHANCED CAPITAL CONNECTICUT FUND II, LLC, a Connecticut limited liability company, and ENHANCED CAPITAL CONNECTICUT FUND IV, LLC, a Connecticut limited liability company (collectively, the "Assignor") in favor of SAC ACQUISITION LLC, a Delaware limited liability company (the "Grantor").

WHEREAS, Grantor granted a security interest (the "Security Interest") to Assignor in:

- a. all of the Grantor's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on **SCHEDULE A** and any divisions, continuations, continuations-in-part, reissues or corresponding foreign patents and patent applications, and all reissues, extensions and renewals thereof; and
- b. all general intangibles and all intellectual or other intangible property of Grantor of any kind or nature, associated with or arising out of any of the aforementioned properties and not otherwise described above; and
- c. all proceeds of any and all of the foregoing (including license royalties, rights to payment, accounts and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Assignor is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing; and
- d. all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, (including such marks, names and applications as described in **SCHEDULE A** but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses, whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof; and

- e. the entire goodwill of or associated with the businesses now or hereafter conducted by Grantor connected with and symbolized by any of the aforementioned properties and assets; and
- f. all general intangibles and all intellectual or other intangible property of Grantor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and
- g. all proceeds of any and all of the foregoing (including license royalties, rights to payment, accounts and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Assignor is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing; and

which Security Interest was made of record in the records of the U.S. Patent and Trademark Office Assignment Branch at Patent Reel 032663, Frame 0442, as of April 4, 2014 for the U.S. patents; and at Trademark Reel 005259, Frame 0809, as of April 4, 2014 for the U.S. trademarks.

WHEREAS, Grantor has requested that Assignor terminate and release its interest in the Patents and Trademarks.

WHEREAS, Assignor is desirous of assigning, releasing and quitclaiming to Grantor any right, title and interest, including without limitation any security interest, which Assignor may have in and to the Patents and Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Assignor has assigned, released, quitclaimed, transferred and set over, and by these presents does hereby assign, release, quitclaim, transfer and set over, without warranty or representation of any kind, unto Grantor, its successors and assigns, any right, title and interest, including without limitation any security interest, which Assignor may have in and to the Patents and Trademarks;

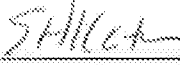
Assignor agrees, at Grantor's expense and request, to take all lawful acts which any assignee of the Patents and Trademarks may deem advisable or necessary in order to render this release fully effective and to make this release of record in the USPTO and corresponding government offices throughout the world, and such other government offices as Grantor may select, including without limitation, execution of lawful documents.

THE NEXT PAGE IS THE SIGNATURE PAGE

IN WITNESS WHEREOF, Assignor has caused this Termination and Release of Security Interest in Patents and Trademarks Agreement to be executed by its duly authorized officer as of the date above first written.

ASSIGNOR:

ENHANCED CAPITAL CONNECTICUT FUND I, LLC
ENHANCED CAPITAL CONNECTICUT FUND II, LLC
ENHANCED CAPITAL CONNECTICUT FUND IV, LLC

By: 


Name: Elizabeth H. Karter

Title: Managing Director

Date: 4/19/17

GRANTOR:

SAC ACQUISITION LLC

By: 

Name: Jack A. Krouse

Title: President & CoO

Date: 4-17-17

SCHEDULE A
to
**TERMINATION AND RELEASE OF SECURITY INTEREST
IN PATENTS AND TRADEMARKS**

Patents

| Number | Case Ref | Title | Official No. | Country | Case Status | Claims | Filing Date | Registration Date |
|--------|---------------|---|------------------|--------------------------|-----------------------------|---|-------------|-------------------|
| 1. | 15605.1.1 | Packaged furniture assembly and method thereof for compressible furniture | 6952906 | United States of America | Registered | Method of compression of foam bag | 15-Sep-2003 | 11-Oct-2005 |
| 2. | 15605.24 | Modular furniture assembly | 7213885 | United States of America | Registered | <ul style="list-style-type: none"> • x=y+z • couplers | 10-Jun-2005 | 08-May-2007 |
| 3. | 15605.24A | Modular furniture assembly | WO2006/135509 | PCT | Expired | Expired | 21-Dec-2006 | |
| 4. | 15605.24A.1 | Modular furniture assembly | 1893053 | European Patent Office | Renewal payment due 5/31/14 | <ul style="list-style-type: none"> • x =y+z | 08-May-2006 | |
| 5. | 15605.24A.2 | Modular furniture assembly | 2006258246 | Australia | Registered | <ul style="list-style-type: none"> • x=y+z • couplers | 08-May-2006 | 11-Nov-2011 |
| 6. | 15605.24A.3 | Modular furniture assembly | 2609450 | Canada | Registered | <ul style="list-style-type: none"> • couplers • foot couplers | 08-May-2006 | 22-Feb-2011 |
| 7. | 15605.24A.3.1 | Modular furniture assembly | 2725118 | Canada | Registered | <ul style="list-style-type: none"> • x=y+z • x=y+z covers | 08-May-2006 | 17-Dec-2013 |
| 8. | 15605.24A.4 | Modular furniture assembly | ZL200680020709.1 | China | Registered | <ul style="list-style-type: none"> • couplers | 08-May-2006 | 02-Feb-2011 |

| Number | Case Ref | Title | Official No. | Country | Case Status | Claims | Filing Date | Registration Date |
|--------|-----------------|----------------------------|------------------------|-----------------------------|------------------------------------|-------------------------------|-------------|-------------------|
| 9. | 15605.24A.4.1 | Modular furniture assembly | 08112275.3 | Hong Kong | Registered | • couplers | 08-May-2006 | 08-May-2011 |
| 10. | 15605.24A.4.2 | Modular furniture assembly | 2010106034 26.8 | China | Pending, response due 2-1-14 | • x=y+z • covers | 08-May-2006 | |
| 11. | 15605.24A.4.2.1 | Modular furniture assembly | 12100100.3 | Hong Kong | Pending, published | • x=y+z | 05-Jan-2012 | |
| 12. | 15605.24A.5 | Modular furniture assembly | 187872 | Israel | Registered | • x=y+z • couplers | 08-May-2006 | 29-May-2011 |
| 13. | 15605.24A.6 | Modular furniture assembly | 2008- 545504 | Japan | Registered | • x=y+z | 08-May-2006 | 6-Jan-2012 |
| 14. | 15605.24A.7 | Modular furniture assembly | 137934 | Singapore | Registered | • x=y+z • couplers | 08-May-2006 | 30-Apr-2008 |
| 15. | 15605.24.2 | Modular furniture assembly | 7547073 | United States of America | Registered | • Foot couplers • couplers | 08-Jun-2006 | 16-Jun-2009 |
| 16. | 15605.24.2.1 | Modular furniture assembly | US-2009- 0315382-A1 | United States of America | Registered | Deep sofa | 15-Jun-2009 | 21-Jun-2011 |
| 17. | 15605.24.2.1.1 | Modular furniture assembly | 2011- 0298340 | United States of America | Issue fee paid 1/15/14 | • Mounting platform | 20-Jun-2011 | |
| 18. | 15605.24.2a | Modular furniture assembly | WO2006/13 5855 | PCT | Expired | Expired | | |
| 19. | 15605.24.2A.1 | Modular furniture assembly | 10-2007- 7027932 | Republic of Korea | Registered | • x=y+z • couplers | 09-Jun-2006 | 9-Jun-2011 |

| Number | Case Ref | Title | Official No. | Country | Case Status | Claims | Filing Date | Registration Date |
|--------|-----------------|---|----------------------|--------------------------|--------------------------|---|-------------|-------------------|
| 20. | 15605.24.2A.2 | Modular furniture assembly | 2006257890 | Australia | Registered | <ul style="list-style-type: none"> • Foot couplers • couplers | 09-Jun-2006 | 9-Jun-2011 |
| 21. | 15605.24.2A.3 | Modular furniture assembly | 2609477 | Canada | Registered | <ul style="list-style-type: none"> • couplers • covers/assembly | 09-Jun-2006 | 22-Feb-2011 |
| 22. | 15605.24.2A.4 | Modular furniture assembly | ZL2006800 20768.9 | China | Registered | <ul style="list-style-type: none"> • Foot couplers | 09-Jun-2006 | 02-Feb-2011 |
| 23. | 15605.24.2a.4.1 | Modular furniture assembly | 08112321.7 | Hong Kong | Registered | <ul style="list-style-type: none"> • Foot couplers | 09-Jun-2006 | 09-Jun-2011 |
| 24. | 15605.24.2A.5 | Modular furniture assembly | 272420 | Mexico | Registered | <ul style="list-style-type: none"> • x=y+z • couplers | 09-Jun-2006 | 04-Dec-2009 |
| 25. | 15605.24.2A.6 | Modular furniture assembly | 564041 | New Zealand | Registered | <ul style="list-style-type: none"> • x=y+z | 09-Jun-2006 | 08-Aug-2011 |
| 26. | 15605.24.3 | Modular furniture assembly | 7419220 | United States of America | Registered | <ul style="list-style-type: none"> • covers | 07-May-2007 | 02-Sep-2008 |
| 27. | 15605.125 | Modular Furniture Assembly and Display Kit with Coupling Assembly | 61/413125 | United States of America | Expired | <ul style="list-style-type: none"> • magnet furniture | 12-Nov-2010 | |
| 28. | 15605.125.J | Modular Furniture Assembly and Display Kit with Coupling Assembly | 025819/023 5 | United States of America | Amendment filed 10/18/13 | <ul style="list-style-type: none"> • magnet furniture | 14-Dec-2010 | |
| 29. | 15605.145 | Modular Shelving System | 61/637630 | United States of America | Expired | <ul style="list-style-type: none"> • Modular shelves | 24-Apr-2012 | |

| Number | Case Ref | Title | Official No. | Country | Case Status | Claims | Filing Date | Registration Date |
|--------|-------------|---|--------------|--------------------------|---------------------------------|---|-------------|-------------------|
| 30. | 15605.149 | Modular Shelving Assembly with Universal Design Ratio | 61774834 | United States of America | Expired | <ul style="list-style-type: none"> Modular shelves | 08-Mar-2013 | |
| 31. | 15605.149.1 | Modular Shelving Assembly with Universal Design Ratio | 137834284 | United States of America | Pending -- waiting for first OA | <ul style="list-style-type: none"> Modular shelves | 15-Mar-2013 | |

Trademarks

| Number | Case Ref | Title | Official No. | Country | Case Status | Class | Filing Date | Registration Date |
|--------|-----------|--|--------------|--------------------------|-------------|------------|-------------|-------------------|
| 1. | 15605.6 | LoveSac TM (filed by S. Nelson -- furniture) | 2659121 | United States of America | Registered | 20 | 22-Jan-2002 | 10-Dec-2002 |
| 2. | 15605.13A | LoveSac (furniture --class 20) | 1033613 | Australia | Registered | 20 | 08-Dec-2004 | 25-Jul-2005 |
| 3. | 15605.17 | LoveSac (furniture, clothing, retail stores) | 3035784 | United States of America | Registered | 20, 25, 30 | 13-Jan-2005 | 27-Dec-2005 |
| 4. | 15605.18 | Lovesac & Design -- trademark (furniture, clothing, retail stores) | 3035785 | United States of America | Registered | 20, 25, 30 | 13-Jan-2005 | 27-Dec-2005 |
| 5. | 15605.26 | Sactionals (furniture) | 3134349 | United States of America | Registered | 20 | 06-Apr-2005 | 22-Aug-2006 |

| Number | Case Ref | Title | Official No. | Country | Case Status | Class | Filing Date | Registration Date |
|--------|-----------|--|--------------|--------------------------|-------------|------------|-------------|-------------------|
| 6. | 15605.26a | Sactionals (furniture, furniture parts, fitted fabric furniture covers, cushions, pillows) | 010412369 | EPO | Registered | 11, 20, 24 | 14-Nov-2011 | 24-Apr-2012 |
| 7. | 15605.26b | Sactionals (furniture, furniture parts, fitted fabric furniture covers, cushions, pillows) | 1551373 | Canada | Registered | 20 | 09-Nov-2011 | 31-May-2013 |
| 8. | 15605.26c | Sactionals (furniture, furniture parts, fitted fabric furniture covers, cushions, pillows) | 100057821 | Taiwan | Registered | 20, 24 | 11-Nov-2011 | 01-Jun-2013 |
| 9. | 15605.26d | Sactionals (furniture, furniture parts, fitted fabric furniture covers, cushions, pillows) | 10175883 | China | Registered | 20 | 11-Nov-2011 | 04-Jan-2013 |
| 10. | 15605.28 | DURAFoam | 3234481 | United States of America | Registered | 17 | 29-Oct-2004 | 24-Apr-2007 |
| 11. | 15605.30 | SAC (Furniture) | 3028008 | United States of America | Registered | 20 | 29-Sep-2004 | 13-Dec-2005 |
| 12. | 15605.40 | LoveSac (Furniture) | 935449 | Mexico | Registered | 20 | 26-Aug-2005 | 29-May-2006 |
| 13. | 15605.46 | LoveSac (pillows, bedding, blankets and throws) | 3244136 | United States of America | Registered | 20, 24 | 06-Jan-2006 | 22-May-2007 |
| 14. | 15605.49 | Squattoman (furniture) | 3168679 | United States of America | Registered | 20 | 06-Jan-2006 | 07-Nov-2006 |

| Number | Case Ref | Title | Official No. | Country | Case Status | Class | Filing Date | Registration Date |
|--------|--------------------------------|--|--------------|--------------------------|-------------|----------------|-------------|-------------------|
| 15. | 15605.50 | SuperSac (furniture, pillows) | 3168632 | United States of America | Registered | 20 | 28-Dec-2005 | 07-Nov-2006 |
| 16. | 15605.51 | MovieSac (furniture, pillows) | 3168678 | United States of America | Registered | 20 | 06-Jan-2006 | 07-Nov-2006 |
| 17. | 15605.54 | 3-Bar Design | 3409071 | United States of America | Registered | 20 | 06-Jan-2006 | 08-Apr-2008 |
| 18. | 15605.56 | LoveSac | TMA698659 | Canada | Registered | 20 | 18-Nov-2005 | 16-Oct-2007 |
| 19. | 15605.61 | LoveSac (furniture) | 3252558 | European Community | Registered | 20 | 07-Sep-2003 | 20-Apr-2005 |
| 20. | 15605.63 | LoveSac (furniture, beanbags) | 1031342 | Australia | Registered | 20 | 23-Nov-2004 | 23-Nov-2004 |
| 21. | 15605.98 | LoveSac (items including furniture) | 45-0023943 | Republic of Korea | Registered | 20, 24, 25, 35 | 28-May-2007 | 18-Jul-2008 |
| 22. | 15605.119 | LOVESAC (furniture) | 162679 | Saudi Arabia | Registered | 20 | 13-Dec-2010 | 25-Aug-2012 |
| 23. | 15605.119.1 | LOVESAC (advertising, business management, business administration, mail order catalogues etc) | 162680 | Saudi Arabia | Registered | 35 | 13-Dec-2010 | 25-Aug-2012 |
| 24. | 15605.131.1 (Michael Zheng) | LOVESAC | 8465792 | China | Registered | 20 | 27-Oct-2010 | 21-Jul-2011 |
| 25. | 15605.136 | LOVESAC (Handbags) | 8540404 | United States of America | Pending | 18 | 23-Aug-2011 | |

| Number | Case Ref | Title | Official No. | Country | Case Status | Class | Filing Date | Registration Date |
|--------|-----------|---|--------------|-------------|-------------|--------|-------------|-------------------|
| 26. | 15605.137 | LOVESAC (furniture, furniture parts, fitted fabric covers, chairs, pillows, tables, mattress toppers, cushions) | 100057820 | Taiwan | Registered | 20 | 11-Nov-2011 | 01-Jul-2012 |
| 27. | 15605.138 | LOVESAC (furniture, furniture parts, fitted fabric covers, chairs, pillows, tables, mattress toppers, cushions) | 302082744 | Hong Kong | Registered | 20 | 11-Nov-2011 | 09-Oct-2012 |
| 28. | 15605.148 | LOVESAC (furniture, furniture parts, fitted fabric covers, chairs, pillows, tables, mattress toppers, cushions, on-line retail store services featuring furniture and clothing) | 958852 | New Zealand | Registered | 20, 35 | 15-May-2012 | 06-Nov-2012 |
| 29. | TBD | GUARANTEED FOR LIFE AND LIVING. | TBD | | TBD | 20, 35 | PENDING | TBD |
| 30. | TBD | LOVE IN FURNITURE FORM | TBD | | TBD | 20, 35 | PENDING | TBD |