

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM428045

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SIENA FUNDING LLC		04/21/2017	Limited Liability Company: DELAWARE

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: 14

Property Type	Number	Word Mark
Registration Number:	4801804	LOVESAC
Registration Number:	3234481	DURAFOAM
Registration Number:	3134349	SACTIONALS
Registration Number:	3244136	LOVESAC
Registration Number:	3168679	SQUATTOMAN
Registration Number:	3168678	MOVIESAC
Registration Number:	3168632	SUPERSAC
Registration Number:	3035784	LOVESAC
Registration Number:	3035785	LOVESAC
Registration Number:	3409071	
Registration Number:	3028008	SAC
Registration Number:	2659121	LOVESAC
Registration Number:	3171494	LOVESAC LIFE
Registration Number:	3021039	GAMESAC

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.

CH \$365.00 4801804

Email: bdsiff@duanemorris.com
Correspondent Name: Brian D. Siff, Esq./Duane Morris LLP
Address Line 1: 1540 Broadway
Address Line 4: New York, NEW YORK 10036-4086

NAME OF SUBMITTER: Brian D. Siff

SIGNATURE: /Briand D. Siff/

DATE SIGNED: 05/18/2017

Total Attachments: 6

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**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 21 day of April, 2017 by SIENA FUNDING LLC, a Delaware limited liability company (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 patents as set forth on **SCHEDULE A**, including all patents of the United States (the "U.S. Patents"), any other country or any political subdivision thereof, all reissues and extensions thereof, all divisions, continuations and continuations-in-part thereof, and all rights to obtain any continuations, reissues or extensions of the foregoing (individually, a "Patent," collectively, the "Patents"); and
- b. all patent licenses including all agreements, whether written or oral, providing for the grant by or to Grantor of any right to manufacture, use or sell any invention covered in whole or in part by a Patent, including any of the foregoing referred to in **SCHEDULE A** (the "Patent Licenses"); and
- c. all proceeds of any Patent and Patent Licenses, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any such Patent or patent licensed under any Patent License; and
- d. all of the trademarks set forth on **SCHEDULE A**, including all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the USPTO or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, and the right to obtain all renewals thereof (individually, a "Trademark," collectively, the "Trademarks"); and
- e. all trademark licenses including each agreement, whether written or oral, providing for the grant by or to Grantor of any right to use any Trademark, including any of the foregoing referred to in **SCHEDULE A** (individually, a "Trademark License"); and
- f. all reissues, continuations or extensions of the foregoing; and
- g. all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any such Trademark or Trademark licensed under any Trademark License, or injury to the goodwill associated with any such Trademark; and

which Security Interest was made of record in the records of the U.S. Patent and Trademark Office (the "USPTO") Assignment Branch at Patent Reel 030472, Frame 0329, as of May 22, 2013 for the U.S. Patents; and at Trademark Reel 5033, Frame 0013, as of May 22, 2013 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:

SIENA FUNDING LLC,

By: _____

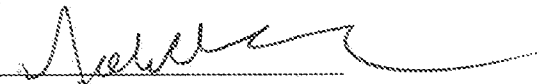
Name: _____

Title: _____

Date: _____

GRANTOR:

SAC ACQUISITION LLC

By:  _____

Name: Jack A. Krause _____

Title: President LLC _____

Date: _____

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:

SIENA LENDING GROUP LLC

By: 

Name: Francisco Machado

Title: VP

Date: 4.24.2014

GRANTOR:

SAC ACQUISITION LLC

By: _____

Name: _____

Title: _____

Date: _____

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

United States Patents

PATENT TITLE	PATENT or APPLICATION NO.	ISSUE or FILING DATE
Mounting platform for modular furniture assembly	13/164721	06/20/11
Modular furniture assembly and display kit with magnetic coupling assembly	12/967671	12/14/10
Modular furniture assembly	7963612	06/21/11
Modular furniture assembly	7547073	05/08/06
Modular furniture assembly	7419220	05/07/07
Modular furniture assembly	7213885	05/08/07
Packaged furniture assembly and method thereof for compressible furniture	6,952,906	10/11/05
Modular shelving assembly with universal design ratio (provisional)	61/774,834	03/08/13
Modular shelving assembly with universal design ratio (non-provisional)	13/834,284	03/15/13

Pending Foreign Patent Applications

PATENT TITLE	COUNTRY	SERIAL NO.	FILED
Modular Furniture Assembly	EPO	06770061.7	11/12/07
Modular Furniture Assembly	Canada	2725118	05/08/06
Modular Furniture Assembly	China	CN102125362A	05/08/06
Modular Furniture Assembly	Hong Kong	12100100.3	01/05/12

Foreign Issued Patents

TITLE	COUNTRY	SERIAL NO.	FILED	PATENT NO.	ISSUED
Modular Furniture Assembly	Mexico	2007/014478	06/09/06	272420	12/04/09
Modular Furniture Assembly	Singapore	137934	05/08/06	137934	04/30/08
Modular Furniture Assembly	Australia	2006258246	05/08/06	2006258246	10/20/11
Modular Furniture Assembly	Canada	2,609,450	05/08/06	2,609,450	02/22/11
Modular Furniture Assembly	China	200680020709.1	05/08/06	ZL200680020709.1	02/02/11
Modular Furniture Assembly	Hong Kong	08112275.3	11/07/08	HK1120378	05/06/11
Modular Furniture Assembly	Israel	187,872	05/08/06	187,872	05/29/11
Modular Furniture Assembly	Japan	2008-515708	05/08/06	4897802	01/06/12
Modular Furniture Assembly	S. Korea	10-2007-7027932	11/29/07	10-1073748	10/07/11
Modular Furniture Assembly	Australia	2006257890	06/09/06	2006257890	10/27/11
Modular Furniture Assembly	Canada	2,609,477	06/09/06	2,609,477	02/22/11
Modular Furniture Assembly	China	200680020768.9	06/09/06	ZL200680020768.9	02/02/11
Modular Furniture Assembly	Hong Kong	08112321.7	11/10/08	HK1120709	05/06/11
Modular Furniture Assembly	New Zealand	564041	06/09/06	564041	08/08/11

United States Trademarks

MARK	SERIAL NO.	STATUS	REGISTRATION NO.	REGISTRATION DATE
LOVESAC	85404004	Pending (application filed 08/22/11)	N/A	N/A
DURAFOAM	78508262	Registered	3234481	04/24/07
SACTIONALS	78602928	Registered	3134349	08/22/06
LOVESAC	78786759	Registered	3244136	05/22/07
SQUATTOMAN	78786750	Registered	3168679	11/07/06
MOVIESAC	78786748	Registered	3168678	11/07/06
SUPERSAC	78781845	Registered	3168632	11/07/06
LOVESAC	78547330	Registered	3035784	12/27/05
LOVESAC	78547331	Registered	3035785	12/27/05
None (Design Only)	78786800	Registered	3409071	04/08/08
SAC	78491844	Registered	3028008	12/13/05
LOVESAC	76360800	Registered	2659121	12/10/02
LOVESAC LIFE	78786717	Registered	3171494	11/14/06
GAMESAC	78597713	Cancelled (on 09/21/2012)	3021039	11/29/05

Foreign Trademarks

MARK	COUNTRY	SERIAL NO.	FILED	REGISTRATION NO.	REGISTERED
LOVESAC	Australia	1033613	12/08/04	1033613	12/8/04 (Registration advertised 8/11/05)
LOVESAC (Class 20)	Mexico	736467	08/26/05	935449	05/29/06
LOVESAC (Class 20)	Canada		11/18/05	1,280,110	10/16/07
LOVESAC	Europe		09/07/03	3252558	04/20/05
LOVESAC	Australia		11/23/2004	1031342	11/03/05
LOVESAC	Korea	45-2007- 0002101	05/28/07	45-0023943	07/18/08
SACTIONALS	Europe	010412369	11/14/11	010412369	04/24/12
SACTIONALS	Canada	1551373	11/09/11	Pending	Pending
SACTIONALS	Taiwan	100057821	11/11/11	01526451	07/1/12
SACTIONALS	China	10175883	11/11/11	Pending	Pending
LOVESAC	Saudi Arabia	162679	12/13/10	1344/59	12/10/02
LOVESAC (Class 35)	Saudi Arabia	162680	12/13/10	1344/60	12/27/05
LOVESAC	China	8781416	10/27/10	Pending	Pending
LOVESAC & DESIGN	China			8465792	07/21/11
LOVESAC	Taiwan	1000057820	11/11/11	01526450	07/1/12
LOVESAC	Hong Kong	302082744	11/11/11	302082744	10/09/12