

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM497825

|                              |                              |
|------------------------------|------------------------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT               |
| <b>NATURE OF CONVEYANCE:</b> | RELEASE OF SECURITY INTEREST |

**CONVEYING PARTY DATA**

| Name                    | Formerly | Execution Date | Entity Type          |
|-------------------------|----------|----------------|----------------------|
| SWAN INVESTMENT, L.L.C. |          | 03/10/2017     | Corporation-DELAWARE |

*limited liability company*

**RECEIVING PARTY DATA**

|                          |                                     |
|--------------------------|-------------------------------------|
| <b>Name:</b>             | Swan Surfaces, LLC                  |
| <b>Street Address:</b>   | 515 Olive Street                    |
| <b>Internal Address:</b> | Suite 900                           |
| <b>City:</b>             | St. Louis                           |
| <b>State/Country:</b>    | MISSOURI                            |
| <b>Postal Code:</b>      | 63101                               |
| <b>Entity Type:</b>      | Limited Liability Company: DELAWARE |

**PROPERTY NUMBERS Total: 12**

| Property Type        | Number  | Word Mark                         |
|----------------------|---------|-----------------------------------|
| Registration Number: | 2990427 | EVERYDAY ESSENTIALS               |
| Registration Number: | 3477568 | FIT-FLO                           |
| Registration Number: | 2974228 | LYRIC                             |
| Registration Number: | 2995868 | METROPOLITAN COLLECTION           |
| Registration Number: | 2190449 | SWANSTONE                         |
| Registration Number: | 2033312 | SWANSTONE                         |
| Registration Number: | 1521691 | SWANSTONE                         |
| Registration Number: | 2801390 | SWANSTONE STRENGTH BALANCE BEAUTY |
| Registration Number: | 3284336 | SWANTILE                          |
| Registration Number: | 3193148 | THERE IS NOTHING LIKE SWANSTONE   |
| Registration Number: | 2792971 | VERITEK                           |
| Registration Number: | 3835969 | OUR PLANET                        |

OP \$315.00 2990427

**CORRESPONDENCE DATA**

**Fax Number:** 6152524707  
*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:** 615-252-4639  
**Email:** jneu@bradley.com

**Correspondent Name:** Jacob W Neu  
**Address Line 1:** 1600 Division Street  
**Address Line 2:** Suite 700  
**Address Line 4:** Nashville, TENNESSEE 37203

**NAME OF SUBMITTER:** Jacob W Neu

**SIGNATURE:** /jacobwneu/

**DATE SIGNED:** 11/12/2018

**Total Attachments: 4**

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**RELEASE OF SECURITY INTEREST IN UNITED STATES TRADEMARKS**

March 10, 2017

This RELEASE OF SECURITY INTEREST IN UNITED STATES TRADEMARKS is made as of March 10, 2017, by SWAN INVESTMENT, L.L.C., as Lender (the "Lender"). Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Patent and Trademark Security Agreement (as defined below).

## WITNESSETH:

WHEREAS, THE SWAN CORPORATION, a Missouri corporation (the "Original Grantor") and FCC, LLC, d/b/a FIRST CAPITAL, a Florida limited liability company (the "Former Lender") are parties to that certain Patent and Trademark Security Agreement, dated as of May 29, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Patent and Trademark Security Agreement"), recorded with the United States Patent and Trademark Office at reel 003998, frame 0488, on June 3, 2009, pursuant to which the Original Grantor granted a security interest to the Former Lender in, inter alia, certain trademarks, trademark registrations and trademark applications (the "Trademarks") and Trademark Collateral (as defined below) as security for the Obligations, including the Trademarks set forth on Schedule I hereto; and

WHEREAS, the Former Lender assigned its interests to ACF FINCO I LP, a Delaware limited partnership pursuant to the Assignment and Assumption of Security Interest in Trademarks, recorded with the United States Patent and Trademark Office on May 19, 2015 at reel 005520, frame 0013; and

WHEREAS, ACF FINCO I LP assigned its interests to the Lender pursuant to the Assignment and Assumption of Security Interests in Patents, dated as of November 16, 2015, recorded with the United States Patent and Trademark Office at reel 5675, frame 0964; and

WHEREAS, by an Assignment and Assumption Agreement, dated as of July 22, 2016, the Original Grantor assigned, among other things, (i) all of its right, title and interest in and to the Trademarks and the Trademark Collateral to Swan Surfaces, LLC (the "Grantor") and (ii) the Grantor assumed the liabilities, agreements and obligations of the Original Grantor under, among other things, the Patent and Trademark Security Agreement; and

WHEREAS, the Grantor has satisfied its obligations under the Patent and Trademark Security Agreement, and has therefore requested that the Lender release its security interests in the Trademarks and the Trademark Collateral.


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

1. The Lender hereby releases its security interest in all of Grantor's right, title and interest in and to the following (collectively, the "Trademark Collateral"):
  - a. all trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each;
  - b. licenses, fees or royalties with respect to each;
  - c. the right to sue for past, present and future infringement, dilution and damages therefor; and
  - d. licenses thereunder,all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Schedules I hereto.
2. The Lender authorizes the Grantor to file this Release of Security Interest in United States Trademarks of record with the United States Patent and Trademark Office.
3. The Lender agrees, at the Grantor's expense, to cooperate with the Grantor and to provide the Grantor with the information and additional authorization reasonably requested by the Grantor to effect the release of the Lender's security interest in and lien on the Trademarks and Trademark Collateral.
4. This Release of Security Interest in United States Trademarks and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Lender has caused this Release of Security Interest in United States Trademarks to be executed as of the date first written above.

SWAN INVESTMENT, L.L.C.,  
as Lender

By:   
Name: Ellis Jones  
Title: Manager

*[Signature Page to Trademark Release -- Swan Surfaces, LLC]*

**TRADEMARK**  
**REEL: 006491 FRAME: 0849**

SCHEDULE I

PLASTICS TRADEMARKS

| <b>Grantor</b>       | <b>Description of Trademark</b>                | <b>Registration Number</b> | <b>Registration Date</b> |
|----------------------|--|----------------------------|--------------------------|
| The Swan Corporation | "EVERYDAY ESSENTIALS"                          | 2990427                    | 08/30/2005               |
| The Swan Corporation | "FIT-FLO"                                      | 3477568                    | 07/29/2008               |
| The Swan Corporation | "LYRIC"  | 2974228                    | 07/19/2005               |
| The Swan Corporation | "METROPOLITAN COLLECTION"                      | 2995868                    | 09/13/2005               |
| The Swan Corporation | "SWANSTONE"                                    | 2190449                    | 09/22/1998               |
| The Swan Corporation | "SWANSTONE"                                    | 2033312                    | 01/28/1997               |
| The Swan Corporation | "SWANSTONE"                                    | 1521691                    | 01/24/2989               |
| The Swan Corporation | "SWANSTONE STRENGTH BALANCE BEAUTY AND DESIGN" | 2801390                    | 12/30/2003               |
| The Swan Corporation | "SWANTILE"                                     | 3284336                    | 08/28/2007               |
| The Swan Corporation | "THERE IS NOTHING LIKE SWANSTONE"              | 3193148                    | 01/02/2007               |
| The Swan Corporation | "VERITEK"                                      | 2792971                    | 12/09/2003               |
| The Swan Corporation | "OUR PLANET"                                   | 3835969                    | 08/17/2010               |