# OP \$90.00 5753670

ETAS ID: TM587219

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

SEQUENCE: 1

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Crescent Cove Capital II, LP		07/14/2020	Limited Partnership: CAYMAN ISLANDS

### **RECEIVING PARTY DATA**

Name:	Ember Technologies, Inc.
Street Address:	4607 Lakeview Canyon Rd., # 500
City:	Westlake Village
State/Country:	CALIFORNIA
Postal Code:	91361
Entity Type:	Corporation: DELAWARE

### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	5753670	THE WORLD'S FIRST TEMPERATURE CONTROL MU
Serial Number:	87944002	EMBER
Registration Number:	5148194	EMBER

### **CORRESPONDENCE DATA**

**Fax Number:** 9497609502

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:** 3105513450

**Email:** efiling@knobbe.com **Correspondent Name:** Jonathan A. Hyman

Address Line 1: 2040 Main Street, 14th Floor Address Line 4: Irvine, CALIFORNIA 92614

NAME OF SUBMITTER:	JONATHAN A. HYMAN
SIGNATURE:	/jhh/
DATE SIGNED:	07/17/2020

# **Total Attachments: 3**

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TRADEMARK REEL: 007001 FRAME: 0483 source=Assignment 1 - Termination and Release of Trademark Security Interest - EMBER.000GEN#page3.tif

TRADEMARK REEL: 007001 FRAME: 0484

### TERMINATION AND RELEASE OF TRADEMARK SECURITY INTEREST

**THIS TERMINATION AND RELEASE OF TRADEMARK SECURITY INTEREST** (this "<u>Termination and Release</u>") is granted as of July 14, 2020 by CRESCENT COVE CAPITAL II, LP, a Cayman Islands limited partnership (the "<u>Assignee</u>"), to and in favor of EMBER TECHNOLOGIES, INC., a Delaware corporation (the "<u>Assignor</u>").

WHEREAS, the Assignor executed and delivered that certain Pledge and Security Agreement, dated as of June 17, 2019, in favor of the Assignee (as amended, restated, supplemented, modified or otherwise changed prior to the date hereof, the "Security Agreement"); capitalized terms not defined herein shall have the meanings set forth in the Security Agreement;

WHEREAS, the Assignor executed and delivered an Assignment for Security – Trademarks, dated as of June 17, 2019 (the "<u>Trademark Security Agreement</u>"), recorded with the United States Patent and Trademark Office ("<u>USPTO</u>") on June 28, 2019, at Reel 006680 and Frame 0983, assigning and transferring to the Assignee a security interest in and lien on certain Trademarks and Collateral, as defined and described therein (collectively, the "<u>Trademark Collateral</u>") to secure the payment, performance and observance of the Secured Obligations;

WHEREAS, the obligations under the Security Agreement have been satisfied and the Assignee wishes to terminate the Trademark Security Agreement and fully release the security interest and lien previously held by Assignee with respect to the Trademark Collateral.

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

- 1. The Assignee hereby terminates the Trademark Security Agreement and releases, terminates and discharges, without recourse, all liens on and security interests in, to and under, all Trademark Collateral, including but not limited to those Trademarks identified in Schedule I hereto.
- 2. The Assignee agrees, at the Assignor's expense, to take all further actions, and to provide the Assignor and its respective successors, assigns, and 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 Assignor or its successors or assigns, to record or otherwise effectuate the purposes of this Termination and Release.

[Signature page follows]

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

ASSIGNEE:

CRESCENT COVE CAPITAL II, EP

By: Crescent Cove Capital II GP, LLC

Its: General Partner

By:

Name: Jun Hope He Title: Managing M

[Signature Page to Termination and Release of Trademark Security Interest]

**TRADEMARK REEL: 007001 FRAME: 0486** 

Mark	App. No.	App. Date	Reg. No.	No. Reg. Date	Owner/Applicant
THE WORLD'S FIRST TEMPERATURE CONTROL MUG	88087430	8/21/18	5753670	5/14/19	5/14/19 Ember Technologies, Inc.
EMBER	87944002	5/31/18	N/A	N/A	Ember Technologies, Inc.
EMBER	86981078	4/14/15	5148194	2/21/17	2/21/17 Ember Technologies, Inc.

TRADEMARK REEL: 007001 FRAME: 0487

**RECORDED: 07/17/2020**