# OP \$340.00 5446922

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM658438

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Architect Capital Corp.		07/06/2021	Corporation: DELAWARE

# **RECEIVING PARTY DATA**

Name:	Forum Brands, Inc.
Street Address:	625 Lytton Avenue
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94301
Entity Type:	Corporation: DELAWARE
Name:	Go Time Gear, LLC
Street Address:	625 Lytton Avenue
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94301
Entity Type:	Limited Liability Company: DELAWARE

### **PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	5446922	GO TIME GEAR
Registration Number:	5983987	EXO-TEK
Registration Number:	5983984	LIFE TENT
Registration Number:	5989831	LIFE BIVY
Registration Number:	6174725	BIG B PRO SPORTS BIG IDEAS, BETTER PRODU
Registration Number:	6174729	BIGB TOOLS
Registration Number:	5583803	THRIVE
Registration Number:	5954818	THRIVE
Registration Number:	5305909	THRIVE FIRST AID
Registration Number:	5713700	
Registration Number:	5821229	TRUHEALTH
Serial Number:	90384870	XTREME BANDS
Serial Number:	90456000	TOUGH COVER

TRADEMARK REEL: 007348 FRAME: 0489

900627975

### **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.

**Phone:** 800-494-5225

**Email:** ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

**Address Line 1:** 1025 Connecticut Ave NW, Suite 712

Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1415832
NAME OF SUBMITTER:	Mehak Rashid
SIGNATURE:	/Mehak Rashid/
DATE SIGNED:	07/07/2021

### **Total Attachments: 4**

source=Forum Brands - Release of Trademark Security Interest (Executed)#page1.tif source=Forum Brands - Release of Trademark Security Interest (Executed)#page2.tif source=Forum Brands - Release of Trademark Security Interest (Executed)#page3.tif source=Forum Brands - Release of Trademark Security Interest (Executed)#page4.tif

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## RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST (this "Release") is made as of July 6, 2021 by Architect Capital Corp., acting int its capacity as administrative agent (in such capacity, together with its successors and assigns, the "Administrative Agent"), in favor of Forum Brands, Inc., a Delaware corporation ("Forum"), and Go Time Gear, LLC, a Delaware limited liability company (collectively, the "Grantors").

WHEREAS, pursuant to that certain Loan and Servicing Agreement, dated as of November 23, 2020 (as amended by that certain Amendment No. 1, dated as of February 23, 2021, as further amended by that certain Amendment No. 2, dated as of May 11, 2021, and as further amended, modified, extended, restated, replaced, or supplemented prior to the date hereof, the "Credit Agreement"), among Forum Brands, Inc., a Delaware corporation, each of the other Loan Parties party thereto, Architect Capital Asset SPV, LLC, as the Lender, and the Administrative Agent, the Grantors executed and delivered to the Administrative Agent (i) that certain Security Interest In Trademarks, dated as of February 11, 2021, by the Grantors in favor of the Administrative Agent (the "First Trademark Security Agreement"), (ii) that certain Security Interest In Trademarks, dated as of April 12, 2021, by Forum in favor of the Administrative Agent (the "Second Trademark Security Agreement"), and (iii) that certain Security Interest In Trademarks, dated as of May 11, 2021, by Forum in favor of the Administrative Agent (the "Third Trademark Security Agreement" and, together with the First Trademark Security Agreement and the Second Trademark Security Agreement, the "Security Agreements");

WHEREAS, pursuant to the Security Agreements, each Grantor (as applicable) pledged and granted to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below);

WHEREAS, (i) the First Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 7222, Frame 0294 on March 16, 2021, (ii) the Second Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 7253, Frame 0606 on April 13, 2021, and (iii) the Third Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 7290, Frame 0219 on May 12, 2021; and

WHEREAS, the Grantors have requested that the Administrative Agent enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantors of any and all right, title and interest the Administrative Agent and the Secured Parties may have in the Trademark Collateral pursuant to the Security Agreements.

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

1. <u>Release of Security Interest</u>. The Administrative Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, hereby terminates each Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to such Security Agreements in any and all right, title and interest of the applicable

TRADEMARK REEL: 007348 FRAME: 0491 Grantor, and reassigns to such Grantor any and all right, title and interest that it may have, in, to and under the following (collectively, the "**Trademark Collateral**"):

- (a) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, whether registered or unregistered, including the trademark registrations and applications set forth in <u>Schedule I</u> hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof ("**Trademarks**");
- (b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. <u>Further Assurances</u>. The Administrative Agent agrees, at the Grantors' expense, to take all further actions, and provide to the Grantors and their successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantors and their successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.
- 3. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

> ARCHITECT CAPITAL CORP., as Administrative Agent

By: \_\_\_\_\_\_\_Sagan Name: James Sagan

Title: Chief Executive Officer

# Schedule I

# **Trademarks**

# Trademarks (United States)

<u>Owner</u>	<u>Mark</u>	Date Filed	Registration Date	Registration No.
Go Time Gear, LLC	GO TIME GEAR	August 14, 2017	April 17, 2018	5,446,922
Go Time Gear, LLC	EXO-TEK	July 29, 2019	February 11, 2020	5,983,987
Go Time Gear, LLC	LIFE TENT	July 29, 2019	February 11, 2020	5,983,984
Go Time Gear, LLC	LIFE BIVY	July 29, 2019	February 18, 2020	5,989,831
Forum Brands, Inc.	BIG B PRO SPORTS	March 31, 2020	October 13, 2020	6,174,725
	BIG IDEAS, BETTER			
	PRODUCTS			
Forum Brands, Inc.	BIGB TOOLS	March 31, 2020	October 13, 2020	6,174,729
Forum Brands, Inc.	Thrive	September 11, 2017	May 29, 2018	5,583,803
Forum Brands, Inc.	Thrive	June 21, 2019	October 22, 2019	5,954,818
Forum Brands, Inc.	Thrive First Aid	February 24, 2017	July 25, 2017	5,305,909
Forum Brands, Inc.	+	August 7, 2018	April 2, 2019	5,713,700
Forum Brands, Inc.	TruHealth	January 18, 2019	May 14, 2019	5,821,229

# Trademark Applications (United States)

<u>Owner</u>	<u>Mark</u>	Date Filed	Registration Date	Application No.
Forum Brands, Inc.	XTREME BANDS	December 15, 2020	N/A	90,384,870
Forum Brands, Inc.	TOUGH COVER	January 8, 2021	N/A	90,456,000

# Trademark Applications (Canada)

<u>Owner</u>	<u>Mark</u>	Date Filed	Registration Date	Application No.
Forum Brands, Inc.	"Xtreme Bands"	August 5, 2018	N/A	1917984

TRADEMARK
RECORDED: 07/07/2021 REEL: 007348 FRAME: 0494