

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM662512

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Deutsche Bank AG New York Branch as Collateral Agent		07/23/2021	Bank: NEW YORK
RECEIVING PARTY DATA			
Name:	QUALITY HOME BRANDS HOLDINGS LLC		
Street Address:	7400 North Linder Avenue		
City:	Skokie		
State/Country:	ILLINOIS		
Postal Code:	60677		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	QHB HOLDINGS LLC		
Street Address:	7400 North Linder Avenue		
City:	Skokie		
State/Country:	ILLINOIS		
Postal Code:	60677		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	GENERATION BRANDS LLC		
Street Address:	7400 North Linder Avenue		
City:	Skokie		
State/Country:	ILLINOIS		
Postal Code:	60677		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	SEA GULL LIGHTING PRODUCTS LLC		
Street Address:	7400 North Linder Avenue		
City:	Skokie		
State/Country:	ILLINOIS		
Postal Code:	60677		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	WOODCO LLC		
Street Address:	7400 North Linder Avenue		
City:	Skokie		

OP \$665.00 1495703

State/Country:	ILLINOIS
Postal Code:	60677
Entity Type:	Limited Liability Company: PENNSYLVANIA
Name:	MURRAY FEISS IMPORT LLC
Street Address:	7400 North Linder Avenue
City:	Skokie
State/Country:	ILLINOIS
Postal Code:	60677
Entity Type:	Limited Liability Company: DELAWARE
Name:	LOCUST GP LLC
Street Address:	7400 North Linder Avenue
City:	Skokie
State/Country:	ILLINOIS
Postal Code:	60677
Entity Type:	Limited Liability Company: DELAWARE
Name:	TECH LIGHTING L.L.C.
Street Address:	7400 North Linder Avenue
City:	Skokie
State/Country:	ILLINOIS
Postal Code:	60677
Entity Type:	Limited Liability Company: DELAWARE
Name:	LBL LIGHTING LLC
Street Address:	7400 North Linder Avenue
City:	Skokie
State/Country:	ILLINOIS
Postal Code:	60677
Entity Type:	Limited Liability Company: DELAWARE
Name:	CIRCA LIGHTING LLC
Street Address:	513 West Jones Street
City:	Savannah
State/Country:	GEORGIA
Postal Code:	31401
Entity Type:	Limited Liability Company: TEXAS
Name:	40 CLARKSON HOLDINGS, LLC
Street Address:	22008 North Berwick Drive
City:	Houston
State/Country:	TEXAS
Postal Code:	77095
Entity Type:	Limited Liability Company: DELAWARE

Name:	VISUAL COMFORT OF AMERICA LLC
Street Address:	22008 North Berwick Drive
City:	Houston
State/Country:	TEXAS
Postal Code:	77095
Entity Type:	Limited Liability Company: TEXAS

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	1495703	ROYCE LIGHTING
Registration Number:	2313663	2THOUSAND DEGREES
Registration Number:	2759656	TIELLA
Registration Number:	3153698	TECH LIGHTING
Registration Number:	3155696	FREE JACK
Registration Number:	3159494	T-TRAK
Registration Number:	3299537	
Registration Number:	3460428	ELEMENT
Registration Number:	3870776	GENERATION BRANDS
Registration Number:	3982474	RAILTONES
Registration Number:	2583504	WEATHERFORD
Registration Number:	2586355	ARCH
Registration Number:	3852319	QUICK HIT
Registration Number:	2199289	MONTE CARLO
Registration Number:	2231293	AMBIANCE
Registration Number:	2245282	SEA GULL LIGHTING
Registration Number:	4421746	MONTE CARLO
Registration Number:	4683911	GATICA
Registration Number:	4774579	FEISS
Registration Number:	4774580	FEISS EST. 1955
Registration Number:	1875598	TECH LIGHTING
Registration Number:	3859239	UNIQUE LIGHTSCAPING
Registration Number:	4174369	HOME SOLUTIONS
Registration Number:	2680615	CIRCA LIGHTING
Registration Number:	2822303	SIMPLY BRILLIANT
Registration Number:	4371389	VISUAL COMFORT & CO.

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: 2023704750
Email: ipteam@cogencyglobal.com
Correspondent Name: Joanna McCall
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: 1425311 1L Release

NAME OF SUBMITTER: Ashley Min Joo Kim

SIGNATURE: /Ashley Min Joo Kim/

DATE SIGNED: 07/26/2021

Total Attachments: 9

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

This First Lien Termination and Release of Security Interest in Trademarks (“First Lien Trademark Release”) is made as of July 23, 2021, by DEUTSCHE BANK AG NEW YORK BRANCH (the “Collateral Agent”) in favor of the parties set forth on Schedule I hereto (the “Grantors”).

W I T N E S S E T H:

WHEREAS, Grantors entered into a certain intellectual property security agreement dated February 28, 2017 (the “First Lien Intellectual Property Security Agreement”) with the Collateral Agent, notice of which was recorded on March 15, 2017 at the United States Patent and Trademark Office at Reel 6010, Frame 0203.

Capitalized terms used but not otherwise defined herein have the meanings given to them in the First Lien Intellectual Property Security Agreement or the Security Agreement referred to therein, as the context may require.

WHEREAS, Grantors granted the Collateral Agent, for the ratable benefit of the Secured Parties, under the terms of the First Lien Intellectual Property Security Agreement, a security interest (the “Security Interest”) in and to certain of its Intellectual Property Collateral, including all of such Grantor’s right, title and interest in and to all trademarks, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered, including, without limitation, the Trademarks listed in Schedule II hereto, together, in each case, with the goodwill of the business connected with the use thereof and symbolized thereby, all registrations and applications for registration for any of the foregoing, all agreements, permits, consents, orders and franchises relating to the license, development, use or disclosure of any of the foregoing to which such Grantor is a party or a beneficiary, any and all claims for damages, other payments and/or injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages, payments or other relief, any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and/or payable with respect to, and supporting obligations relating to, any and all of the foregoing, and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing (collectively, the “Trademark Collateral”).

WHEREAS, the Collateral Agent has agreed to terminate and release its Security Interest in all such Trademark Collateral as herein provided.

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound, the Collateral Agent, for itself and on behalf of the Lenders referred to under the First Lien Intellectual Property Security Agreement, without representation or

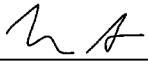
warranty of any kind, hereby releases, terminates, discharges and cancels its Security Interest and Lien in in and to the Trademark Collateral arising under the Security Agreement and the First Lien Intellectual Property Security Agreement. If and to the extent that the Collateral Agent has acquired any right, title or interest in and to the Trademark Collateral under the Security Agreement or the First Lien Intellectual Property Security Agreement, the Collateral Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantors.

This First Lien Trademark Release shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the Collateral Agent has caused this First Lien Trademark Release to be executed as of the day and year first written above.

DEUTSCHE BANK AG NEW YORK
BRANCH, as Collateral Agent

By:  _____

Name: Michael Strobel
Title: Vice President
michael-p.strobel@db.com
212-250-0939

By:  _____

Name: Philip Tancorra
Title: Vice President
philip.tancorra@db.com
212-250-6576

[Signature Page to First Lien Trademark Release]

TRADEMARK
REEL: 007364 FRAME: 0764

Schedule I

GRANTORS


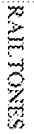
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QHB HOLDINGS LLC
GENERATION BRANDS LLC
SEA GULL LIGHTING PRODUCTS LLC
MURRAY FEISS IMPORT LLC
TECH LIGHTING L.L.C.
LBL LIGHTING LLC
VISUAL COMFORT OF AMERICA LLC
WOODCO LLC
LOCUST GP LLC
CIRCA LIGHTING LLC
40 CLARKSON HOLDINGS, LLC




Schedule II

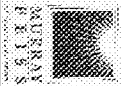



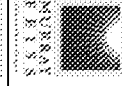

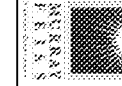

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS




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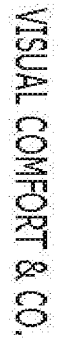


Trademarks

<u>Trademark</u>	<u>TM Image</u>	<u>Country</u>	<u>App No.</u>	<u>Filed</u>	<u>Reg No.</u>	<u>Reg Date</u>
ROYCE LIGHTING	==	US	73/644,380	2/11/1987	1,495,703	7/12/1988
2THOUSAND DEGREES	==	US	75/557,826	9/22/1998	2,313,663	2/1/2000
TIELLA	==	US	76/244,816	4/23/2001	2,759,656	9/2/2003
TECH LIGHTING	==	US	78/734,608	10/17/2005	3,153,698	10/10/2006
FREE JACK	==	US	76/633,799	3/21/2005	3,155,696	10/17/2006
T-TRAK	==	US	76/606,007	8/9/2004	3,159,494	10/17/2006
TL & DESIGN		US	78/751,450	11/10/2005	3,299,537	9/25/2007
ELEMENT	==	US	77/169,675	5/1/2007	3,460,428	7/8/2008
GENERATION BRANDS	==	US	77/062,443	12/12/2006	3,870,776	11/2/2010
RAILTONES		US	85/006,066	4/5/2010	3,982,474	6/21/2011

Trademark	TM Image	Country	App. No.	Filed	Reg. No.	Reg. Date
WEATHERFORD	==	US	76/102,054	8/2/2000	2,583,504	6/18/2002
ARCH	==	US	76/102,051	8/2/2000	2,586,355	6/25/2002
QUICK HIT	==	US	77/802,947	8/12/2009	3,852,319	9/28/2010
MONTE CARLO & DESIGN		European Community	1131796	4/1/1999	1131796	6/6/2000
MONTE CARLO	==	US	75/200,812	11/20/1996	2,199,289	10/27/1998
AMBIANCE	==	US	75/021,407	11/17/1995	2,231,293	3/16/1999
SEA GULL LIGHTING	==	US	75/082,279	4/1/1996	2,245,282	5/18/1999
MONTE CARLO & DESIGN		US	85/880,357	3/19/2013	4,421,746	10/22/2013
GATICA	==	US	86/224,966	3/18/2014	4,683,911	2/10/2015
FEISS	==	US	86/568,640	3/18/2015	4,774,579	7/14/2015
FEISS EST. 1955 (STYLIZED)		US	86/568,646	3/18/2015	4,774,580	7/14/2015
TECH LIGHTING STYLIZED		US	74/447,112	10/14/1993	1,875,598	1/24/1995
UNIQUE LIGHTSCAPING		US	77/833,072	9/23/2009	3,859,239	10/12/2010
HOME SOLUTIONS		US	85/413,384	09/02/2011	4,174,369	7/17/2012

Trademark	TM Image	Country	App. No.	Filed	Reg. No.	Reg. Date
MURRAY FEISS A GENERATION BRANDS COMPANY		CN	6,115,829	06/18/2007	6,115,829	02/07/2010
MURRAY FEISS A GENERATION BRANDS COMPANY		CN	6,115,826	06/18/2007	6,115,826	06/21/2010
MURRAY FEISS A GENERATION BRANDS COMPANY		CN	6,115,827	06/18/2007	6,115,827	06/07/2010
MURRAY FEISS A GENERATION BRANDS COMPANY		HK	300,894,529	06/20/2007	300,894,529	06/20/2007
MURRAY FEISS A GENERATION BRANDS COMPANY		HK	300,894,538	06/20/2007	300,894,538	06/20/2007
MURRAY FEISS A GENERATION BRANDS COMPANY		HK	300,894,510	06/20/2007	300,894,510	06/20/2007
MURRAY FEISS A GENERATION BRANDS COMPANY		HK	300,894,501	06/20/2007	300,894,501	06/20/2007
R ROYCE LIGHTING GENERATION BRANDS		CN	7,056,394	11/14/2008	7,056,394	11/14/2010

Trademark	TM Image	Country	App. No.	Filed	Reg. No.	Reg. Date
R ROYCE LIGHTING GENERATION BRANDS		HK	301,240,569	11/17/2008	301,240,569	11/17/2008
R ROYCE LIGHTING GENERATION BRANDS		HK	301,240,541	11/17/2008	301,240,541	11/17/2008
MURRAY FEISS	 MURRAY FEISS	CN	4127479	08/12/2004	4127479	12/21/2006
CIRCA LIGHTING	==	US	76384665	03/20/2002	2,680,615	01/28/2003
SIMPLY BRILLIANT	==	US	76437984	08/05/2002	2,822,303	03/16/2004
VISUAL COMFORT & CO.	VISUAL COMFORT & CO.	US	85775609	11/09/2012	4,371,389	07/23/2013

Trademark	TM Image	Country	App No.	Filed	Reg No.	Reg Date
VISUAL COMFORT & CO.		EU	11733417	04/12/2013	011733417	09/04/2013
VISUAL COMFORT & CO.		CN	12544751	05/08/2013	12544751	11/07/2014
VISUAL COMFORT & CO.	VISUAL COMFORT & CO.	RU	2013712827	11/09/2012	518048	07/16/2014
VISUAL COMFORT & CO.		IN	1419080	04/12/2013	2512779	12/04/2013