

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM684260

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
EASTERN BANK		10/28/2021	Bank: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	OOFOS, INC.		
<b>Street Address:</b>	135 Chief Justice Cushing Highway		
<b>City:</b>	Cohasset		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02025		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85572894	OOFOAM	
<b>Serial Number:</b>	85572899	OO	
<b>Serial Number:</b>	85976474	OOFOS	
<b>Serial Number:</b>	86089159	REJOOV	
<b>Serial Number:</b>	86319224	FEEL THE OO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>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.</i>			
<b>Phone:</b>	800-494-5225		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Stewart Walsh		
<b>Address Line 1:</b>	1025 Connecticut Ave NW, Suite 712		
<b>Address Line 2:</b>	COGENCY GLOBAL Inc.		
<b>Address Line 4:</b>	Washington, D.C. 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	1505816 TM EB		
<b>NAME OF SUBMITTER:</b>	ANDREW NASH		
<b>SIGNATURE:</b>	/ANDREW NASH/		
<b>DATE SIGNED:</b>	10/28/2021		

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**Total Attachments: 3**

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**TERMINATION AND RELEASE OF  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Termination and Release of Intellectual Property Security Agreement (this “**Release**”) is made with regard to that certain Intellectual Property Security Agreement entered into as of November 5, 2015 (the “**Agreement**”), as amended from time to time, by and between **EASTERN BANK**, a Massachusetts bank, having an address at 265 Franklin Street, Boston, MA 02110 (the “**Lender**”) and **OOFOS, INC.**, a Delaware corporation (formerly a Nevada limited liability company), having an address at 132 Chief Justice Cushing Highway, Cohasset, MA 02025 (the “**Borrower**”). Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

WHEREAS, pursuant the Loan and Security Agreement dated as of November 5, 2015, the parties entered into the Agreement which was recorded on November 5, 2015 at Reel 5682 Frame 0001 in the Trademark division of the U.S. Patent and Trademark Office; further corrected and recorded on December 15, 2015 at Reel 5696 Frame 0410 in the Trademark division of the U.S. Patent and Trademark Office; and the Borrower granted the Lender a security interest in certain IP Collateral, listed in the Trademark Schedule hereto;

WHEREAS, pursuant the Loan and Security Agreement, the parties entered into the Agreement which was recorded on November 5, 2015 at Reel 036970 Frame 0586 in the Patent division of the U.S. Patent and Trademark Office, the Borrower granted the Lender a security interest in certain IP Collateral, listed in the Patent Schedule hereto;

WHEREAS, the Borrower has paid and satisfied in full its Obligations under the Loan Agreement, and the parties desire to enter into this Release to confirm that the Lender has released its security interests in and to the Collateral and to expunge any recordation of the security interest insofar as it pertains to the IP Collateral.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender forever releases and discharges the entire security interest in and to all of the IP Collateral, including the Trademarks, Trademark applications, Patents, Patent applications and Copyrights, granted to the Lender by the Agreement.

The Lender hereby agrees to execute such instruments, to take such other actions, and to give such further assurances as the Borrower reasonably shall request to terminate any security interest in the IP Collateral pursuant to the Agreement and otherwise to effectuate the release of all recordations of such security interest in the IP Collateral.

IN WITNESS WHEREOF, the undersigned has executed this Release as of the date first written above.

Dated: October 28, 2021

**LENDER:**

**EASTERN BANK**

By: Donald B. Lewis  
Name: Donald Lewis  
Title: Senior Vice President

Patent Schedule A

<u>TITLE:</u>	Registration No. / Application No. / Case No.	Registration Date / Application date	Country
SANDEL	D621594	8/17/2010	United States

Trademark Schedule C

<u>TITLE:</u>	Registration No. / Application No. / Case No.	Registration Date / Application date	Country
OOFOAM	85572894	3/19/2012	United States
OO	85572899	3/19/2012	United States
OOFOS	85976474	8/24/2010	United States
REJOOV	86089159	10/11/2013	United States
FEEL THE OO	86319224	6/24/2014	United States