orm PTO-1594 (Rev. 06/04)		U.S. DÉPARTME United States Pa <u>tent</u>	ENT OF COMMERCE and Trademark Office	
MB Collection 0851-0027 (ex p. 6/30/2005		ORM COVER SHEET		
	TRADEMA	ARKS ONLY	-/::X = 1	
To the director of the U.S. Pat	ent and Trademark Office: Plea	ase record the attached documents or the new address 2. Name and address of receiving party(ies)	s(es) Delow.	
Name of conveying party(les)/Execution Date(s):     GCI CAPITAL MARKETS LLC, as Administrative Agent		Additional names, addresses, or citizenship attached?	☐ Yes ⊠ No	
		Name: YOHO II IP SUB, LLC	TRACTICE .	
		Internal Address:		
☐ Individual(s)	Association	Street Address: 141 Sheridan Drive		
☐General Partnership	Limited Partnership	City: Naugatuck		
☐Corporation-State				
☑Other: Limited Liability Company		State:CT		
Citizenship (see guidelines) <u>Delaware</u>		Country: USA Zip: 0677	<u>o</u>	
Execution Date(s) June 29, 2012				
Additional names of conveying parties attached? □Yes ☒ No		☐ Association Citizenship	1 <del>-</del>	
3. Nature of conveyance:		General Partnership Citizenship		
☐ Assignment	☐ Merger	☐ Limited Partnership Citizenship		
Security Agreement	Change of Name	Corporation Citizenship  TO CHARLE Limited Citizenship Delaware		
Other <u>Trademark Release and Reassignment recorded in USPTO on November 18, 2009 at Reel 4098, Frame 0473</u>		11ability company		
		representative designation is attached.   Yes  No		
A Application sumbaria	lightehlan mumbaulet and take	(Designations must be a separate document from :		
4. Application number(s) or registration number(s) and ident A. Trademark Application No.(s) N/A		B. Trademark Registration No.(s) 3299713		
.,		Additional sheet(s) attached?	☐ Yes ⊠No	
C. Identification or Description of	Trademark/s) (and Filling Date	if Application or Registration Number is unknown)		
Probiotic Plus Filing Date 9/25/2	007		Part of the Part o	
5. Name address of party to whom correspondence concerning document should be mailed: Name: CT Lien Solutions Internal Address: Attn: Susan O'Brien		6. Total number of applications and registrations involved:	1	
			Li .	
		Tatal fee (37 CFR 2.6(b)(6) & 3.41) \$40.00 Authorized to be charged by credit card		
Street Address: 187 Wolf Road, Suite 101			☐ Authorized to be charged to deposit account	
City: Albany		Enclosed		
State: NY	Zip: <u>12205</u>	8. Payment Information:	101.0	
Phone Number: 800-342-3676	and the same of the	a. Credit Card Last 4 Numbers _ Expiration Date	<u>10</u> 00	
		b. Deposit Account Number	UV [15]	
Fax Number: <u>800-962-7049</u>		Authorized User Name:		
Email Address: cls-udsalbany@wotterskluwer.com		ASSESSMENT OF THE PROPERTY OF		
9. Signature:		41261	<i>1</i> 3	
er wigi months	Signature		ate	
	Robert J. Gonnello Name of Person Signing	Total number of pages in sheet, attachments, and	document. 4	

Documents to be recorded (including cover sheet) should be faxed to (703) 306-8995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 005015 FRAME: 0524

### TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of June 29, 2012, by GCI CAPITAL MARKETS LLC, as Administrative Agent ("Agent").

#### WITNESSETH:

WHEREAS, YOHO II IP SUB, LLC, a Delaware limited liability company, ("Grantor") and Agent were parties to a Trademark Security Agreement dated as of November 17, 2009 (the "Assignment"), pursuant to which Grantor granted a security interest to Agent in certain trademarks (the "Trademarks") and Trademark Rights (as defined below) as security for certain obligations owing by Grantor to Agent, including the Trademarks set forth on Schedule 1 hereto; and

WHEREAS, the Assignment was recorded by the Trademark Division of the United States Patent and Trademark Office on November 18, 2009, at Reel 4098, Frame 0473; and

WHEREAS, Grantor has requested that Agent release its security interest in the Trademarks and Trademark Rights and reassign the same to the Grantors.

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

- 1. Agent hereby releases its security interest in all of Grantor's right, title and interest in and to the following (collectively the "<u>Trademark Rights</u>"):
  - (i) each Trademark, Trademark registration, Trademark application and Trademark license listed on <u>Schedule 1</u> annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and
  - (ii) all products and proceeds of the foregoing, including without limitation, any claims by Grantors against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.
- Agent hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Agent, all of Agent's right, title and interest in and to the Trademarks and the Trademark Rights.
  - Remainder of Page Intentionally Left Blank; Signature Page Follows -

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

GCI CAPITAL MARKETS LLC, as

Administrative Agent

Name ANDREW STEVERM Title: AUTHORIZED SIGNAT

Release of Trademark Security Agreement

TRADEMARK
REEL: 005015 FRAME: 0526

## U.S. Trademark Registrations None.

# Foreign Trademark Registrations None.

### U.S. Trademark Applications

PROBIOTIC PLUS	3299713	9/25/07	
Carlo de Albara			

## Foreign Trademark Applications None.

#### Trademark Licenses

- 1. Trademark License Agreement, dated as of October 25, 1993, by and between Unilever N.V. and Kraft General Foods, Inc. as amended as of October 19, 2004, as assigned pursuant to the Assignment of Interest in License Agreement, dated as of March 27, 2005, by and between Kraft General Foods, Inc. and Coolbrands Dairy, Inc. Assignment of Interest in License Agreement entered into effective as of January 30, 2007, between Coolbrands Dairy, Inc. and YoHo II IP Sub, LLC.
- 2. Design Patent License Agreement by and between Kraft Foods Holdings, Inc. and Coolbrands Dairy, Inc. dated March 27, 2005.
- 3. Trademark License Agreement, dated February 1, 2008, between Disney Consumer Products and YoHo II IP Sub.

TRADEMARK REEL: 005015 FRAME: 0527

**RECORDED: 04/26/2013**