TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Webster Bank, National Association		108/09/2013	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Yoho II IP Sub, LLC
Street Address:	162 Spring Street
City:	Naugatuck
State/Country:	CONNECTICUT
Postal Code:	06770
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3299713	PROBIOTIC PLUS

CORRESPONDENCE DATA

2027393001 Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 202-739-5517

cklein@morganlewis.com, chimmelfarb@morganlewis.com,Email: chowell@morganlewis.com, trademarks@morganlewis.com

Correspondent Name: Carole R. Klein

Address Line 1: 1111 Pennsylvania Avenue, N.W.

Address Line 2: Attention: TMSU

Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

NAME OF SUBMITTER:	Carole R. Klein, DC Bar member
Signature:	/Carole R. Klein/

REEL: 005089 FRAME: 0081

TRADEMARK

Date:	08/09/2013
Total Attachments: 4 source=YoHo TM Termination#page1.tif source=YoHo TM Termination#page2.tif source=YoHo TM Termination#page3.tif source=YoHo TM Termination#page4.tif	

RELEASE OF SECURITY INTEREST

This Release of Security Interest (this "Release") is made as of August 9, 2013, by Webster Bank, National Association, a United States national banking association ("Webster Bank"), in favor of Yoho II IP Sub, LLC, a Delaware limited liability company ("Yoho").

Recitals

WHEREAS, Yoho is the owner of the trademarks listed on <u>Exhibit A</u> attached hereto (the "Trademarks"), which are registered with the U.S. Patent and Trademark Office; and

WHEREAS, Webster Bank and Yoho are party to that certain Trademark Security Agreement, dated June 29, 2012 (the "Trademark Security Agreement"); and

WHEREAS, pursuant to the Trademark Security Agreement, Yoho granted to Webster Bank a security interest and mortgate (together, the "Security Interest") upon all of Yoho's right, title and interest in, to and under the Collateral, including the Trademarks, to satisfy certain obligations as set forth in the Trademark Security Agreement; and

WHEREAS, the Trademark Security Agreement has been recorded with the U.S. Patent and Trademark Office at Reel/Frame 4814/0178; and

WHEREAS, Webster Bank has agreed to terminate, discharge and release its Security Interest upon all of Yoho's right, title and interest in, to and under the Collateral, including the Trademarks;

- NOW, THEREFORE, for good and valuable consideration the sufficiency of which is hereby acknowledged, Webster Bank hereby agrees as follows:
- Section 1. <u>Capitalized Terms</u>. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Trademark Security Agreement.
- Section 2. <u>Release of Security Interest</u>. Webster Bank hereby terminates, releases and discharges fully its Security Interest upon all of Yoho's right, title and interest in, to and under the Collateral, including the Trademarks.
- Section 3. <u>Recordation</u>. Webster Bank hereby authorizes Yoho, or Yoho's authorized representatives to: (i) record this Release with the U.S. Patent and Trademark Office, (ii) file UCC Financing Statement amendments with the applicable filing office in order to memorialize the release of any security interest of Webster Bank in the Collateral, including the Trademarks, and/or (iii) otherwise file this Release. Webster Bank further agrees to execute and deliver to Yoho any and all further documents and instruments, and do any and all further acts which Yoho (or its agents or designees) reasonably requests in order to confirm this Release and Yoho's right, title and interest in, to and under the Collateral, including the Trademarks. The Commissioner of Patents and Trademarks is requested to amend the records of the U.S. Patent and Trademark Office to reflect the release of the Security Interest set forth herein.

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Section 4. <u>Governing Law</u>. This Release shall be governed by, and construed in accordance with, the law of the State of Connecticut, except as required by mandatory provisions of law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Connecticut.

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

WEBSTER BANK, NATIONAL ASSOCIATION

By: Christopher P. Miller
Title: Vice President

EXHIBIT A

U.S. Trademark Registrations

Trademark	Registration No.
PROBIOTIC PLUS	3,299,713

RECORDED: 08/09/2013