

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM314743

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Merrill Lynch Business Financial Services Inc.		08/20/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	HDOS Enterprises		
Street Address:	5942 Priestly Drive		
City:	Carlsbad		
State/Country:	CALIFORNIA		
Postal Code:	92008		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1610833		
Registration Number:	1603030	LEMONADE	
CORRESPONDENCE DATA			
Fax Number:	2485668531		
<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>			
Phone:	248-566-8530		
Email:	tmdocketing@honigman.com		
Correspondent Name:	Honigman Miller Schwartz and Cohn, LLP		
Address Line 1:	39400 Woodward Avenue, Suite 101		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304		
ATTORNEY DOCKET NUMBER:	230324-356286		
NAME OF SUBMITTER:	Julie E. Reitz		
SIGNATURE:	/Julie E. Reitz/		
DATE SIGNED:	08/21/2014		
Total Attachments: 5			
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RELEASE OF SECURITY INTERESTS – TRADEMARKS

August [20], 2014

WHEREAS, HDOS Enterprises, a California corporation (the “Grantor”), owns the U.S. trademark applications and registrations for various marks identified on Schedule A hereto (collectively, the “Trademarks”);

WHEREAS, the Grantor granted a security interest in the Trademarks, as indicated on Schedule A hereto, to Merrill Lynch Business Financial Services Inc. (now known as GE Business Financial Services Inc.), a Delaware corporation (“Merrill Lynch”), pursuant to an Intellectual Property Security Agreement dated as of November 25, 1991 (the “ML IP Agreement”);

WHEREAS, the Trademarks are being sold pursuant to (1) that certain Asset Purchase Agreement, dated as of July 9, 2014, by and between the Grantor and HDOS Acquisition, LLC (as amended, the “Asset Purchase Agreement”) and (2) that certain *Order (1) Authorizing the Sale of Substantially all of the Debtor's Assets Free and Clear of all Liens, Claims, Encumbrances and Interests to HDOS Acquisition, LLC; (2) Authorizing Assumption and Assignment of Unexpired Commercial Leases and Various Executory Contracts; (3) Determining the Amounts Necessary to Cure Such Unexpired Commercial Leases and Various Executory Contracts; and (4) Granting Related Relief* [Docket No. 550 in case No. 14-12028-NB pending before the United States Bankruptcy Court for the Central District of California] (the “Sale Order”); and

WHEREAS, all conditions and obligations set forth in the ML IP Agreement have been satisfied by Grantor. Yet, Merrill Lynch has failed to properly release its security interest granted in the ML IP Agreement.

WHEREAS, in connection with the Closing (as defined in the Asset Purchase Agreement), Merrill Lynch desires to release its security interests and any and all claims, liens, and other encumbrances in and to the Trademarks.

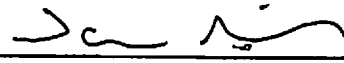
NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, effective as of and subject to the Closing, Merrill Lynch hereby releases its security interests in the Trademarks and discharges and relinquishes unto Grantor and its successors and assigns any and all right, title and interest, benefit and security interest it has in and to the Trademarks now covered or intended to be covered by the security interest grants made by Grantor to the undersigned, subject to the terms and conditions of the Sale Order.

This agreement shall be construed under and governed by the laws of the State of California and may be executed in any number of counterparts and by different parties on separate counterparts. Each of such counterparts shall be deemed to be an original, and all of such counterparts, taken together, shall constitute but one and the same agreement. Delivery of an executed counterpart of this agreement by facsimile or electronic mail shall be equally effective as delivery of a manually executed counterpart.

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**TRADEMARK
REEL: 005349 FRAME: 0143**

HDOS ENTERPRISES, a California corporation

By: 
Name: Dan Smith
Title: CEO

~~STATE OF)
) SS:
COUNTY OF)~~

SEE ATTACHED

~~On the ___ day of August in the year 2014 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.~~

~~My commission expires: _____ Notary Public:~~

ACKNOWLEDGMENT

State of California
County of San Diego)

On August 13, 2014 before me, Natalie Padilla, Notary Public
(insert name and title of the officer)

personally appeared Dan Smith
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are
subscribed to the within instrument and acknowledged to me that ~~he~~ she/they executed the same in
~~his~~ her/their authorized capacity(ies), and that by ~~his~~ her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Natalie Padilla* (Seal)

SCHEDULE A TO RELEASE OF SECURITY INTERESTS – TRADEMARKS

Trademark	Reg No	Reg Date	Status	Owner
HOT DOG ON A STICK (HOT DOG DESIGN)	1,610,833	8/21/1990	Registered	HDOS Enterprises
LEMONADE	1,603,030	6/19/1990	Registered	HDOS Enterprises

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