

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM326800

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WALNUT PRIVATE EQUITY FUND, L.P.		12/18/2014	LIMITED PARTNERSHIP: DELAWARE
HAUSER CAPITAL PARTNERS, LLC		12/18/2014	LIMITED LIABILITY COMPANY: OHIO
HAUSER TYSOE, LLC		12/18/2014	LIMITED LIABILITY COMPANY: OHIO

RECEIVING PARTY DATA

Name:	ARGO TEA, INC.
Street Address:	16 West Randolph Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	4104572	TEA + INGREDIENTS WITH PURPOSE
Registration Number:	4036557	MANGO MATECCINO
Registration Number:	3879762	ARGO COFFEE
Registration Number:	3065190	SMOOTEA
Registration Number:	3856138	LOYALTEA
Registration Number:	3711457	HIBISCUS STEAMER
Registration Number:	3704625	TEA SPARKLE
Registration Number:	3704624	TEA SANGRIA
Registration Number:	3681758	MOJITEA
Registration Number:	3672569	GREEN TEA GINGER TWIST
Registration Number:	3711431	WHITE TEA ACAI SQUEEZE
Registration Number:	3711430	VALENTEA PASSION
Registration Number:	3684701	PUMPKIN CHAI
Registration Number:	3711428	CAROLINA HONEY
Registration Number:	3869064	WHITE FROSTEA

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3704622	TEA SQUEEZE
Registration Number:	3681757	RED VELVET
Registration Number:	3598240	CHARITEA
Registration Number:	3539708	
Registration Number:	3498430	ARGO TEA
Registration Number:	3498428	ARGO

CORRESPONDENCE DATA

Fax Number: 3126095005
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: 312-609-7943
Email: skowalski@vedderprice.com
Correspondent Name: Sylvia Kowalski
Address Line 1: 222 North LaSalle Street - 24th Floor
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	HELMRICK - 44564.00.0014
NAME OF SUBMITTER:	Sylvia Kowalski
SIGNATURE:	/Sylvia Kowalski/
DATE SIGNED:	12/19/2014

Total Attachments: 5
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**TERMINATION AND RELEASE
OF SECURITY INTEREST IN TRADEMARKS**

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (“Release”), dated as of December 18, 2014 by **WALNUT PRIVATE EQUITY FUND, L.P.**, a Delaware limited partnership, on behalf of itself and the other Secured Parties referred to below (“Walnut”), **HAUSER CAPITAL PARTNERS, LLC**, an Ohio limited liability company (“Hauser Capital”), and **HAUSER TYSOE, LLC**, an Ohio limited liability company (“Hauser Tysoe”), and together with each of Walnut and Hauser Capital, each, a “Secured Party”, and collectively, the “Secured Parties”) in favor of **ARGO TEA, INC.**, a Delaware corporation (the “Company”).

WHEREAS, pursuant to the terms of a certain Trademark Security Agreement (the “Security Agreement”), dated as of May 11, 2012, by the Company to and with the Secured Parties, a security interest (the “Security Interest”) was granted by the Company to the Secured Parties in certain collateral, including the Trademark Collateral (as defined below);

WHEREAS, the Security Agreement was recorded in the United States Patent and Trademark Office on May 17, 2012 at Reel 004782 and Frame 0671; and

WHEREAS, the Secured Parties wish to release the Security Interest in and lien on all of the Trademark Collateral (as defined below), including, without limitation, the trademarks identified on Schedule A attached hereto.

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Release, the Secured Parties hereby agree as follows:

1. The Secured Parties hereby terminate and release the Security Interest, including all of their liens and security interests in and to all right, title and interest of every kind and nature as of the date hereof in and to all of the Trademarks (as defined below), including but not limited to the following (the “Trademark Collateral”):

(a) all of the Trademarks, including but not limited to those set forth on Schedule A attached hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all proceeds of the foregoing, including any claims against third parties for past, present and/or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark, to the fullest extent permitted by law.

As used herein, the following term shall have the following meaning:

"Trademark" means (a) all of the trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers owned by the Company and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether registered or applied for by the Company, in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, and (b) the right to obtain all renewals thereof.

2. The Secured Parties hereby reassign, grant and convey to the Company, without any representation, recourse or undertaking by the Secured Party, all of the Secured Parties' right, title and interest in and to the Trademark Collateral, and the goodwill of the Company's business connected with the use of and symbolized by the Trademark Collateral.

3. The Secured Party understands and agrees that this Release may be recorded by or for the Company with the United States Patent and Trademark Office or any similar office or agency within or outside the United States. The Secured Parties hereby authorize and request the Commissioner of Patents and Trademarks of the United States, or any similar Officer in any similar office or agency within or outside the United States to record this Release of the Security Interest in the Trademark Collateral.

4. The Secured Parties hereby agree to, at the sole expense of the Company, duly execute, acknowledge, procure and deliver any further documents, including, but not limited to, those documents necessary under Article 9 of the Uniform Commercial Code or other applicable law, and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

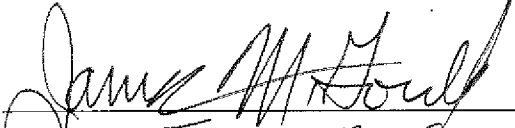
5. This Release may not be modified, nor may any provision hereof be waived, orally or in any manner other than by an agreement in writing signed by the Secured Parties and the Company or their respective successors and assigns.

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IN WITNESS WHEREOF, the Secured Parties have executed this Release, to take effect as of the date first set forth above.

SECURED PARTIES:

WALNUT PRIVATE EQUITY FUND, L.P.

By: 
Printed Name: James M. Gould
Title: Managing General Partner

HAUSER CAPITAL PARTNERS, LLC

By: _____
Printed Name: _____
Title: _____

HAUSER TYSOE, LLC

By: _____
Printed Name: _____
Title: _____

IN WITNESS WHEREOF, the Secured Parties have executed this Release, to take effect as of the date first set forth above.

SECURED PARTIES:

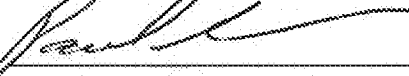
WALNUT PRIVATE EQUITY FUND, L.P.

By: _____

Printed Name: _____

Title: _____

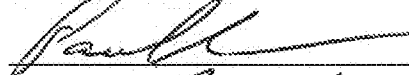
HAUSER CAPITAL PARTNERS, LLC

By: 

Printed Name: Paul Swanson

Title: Manager

HAUSER TYSOE, LLC

By: 

Printed Name: Paul Swanson

Title: Manager

SCHEDULE A
to
TERMINATION AND RELEASE
OF SECURITY INTEREST IN TRADEMARKS

United States Trademark Registrations:

Mark	Filing Date	Serial No.	Reg. Date	Reg. No.
TEA + INGREDIENTS WITH PURPOSE	04-15-2011	85/296,485	02-28-2012	4,104,572
MANGO MATECCINO	02-28-2011	85/253,063	10-04-2011	4,036,557
ARGO COFFEE	04-12-2010	85/012,075	11-23-2010	3,879,762
SMOOTEA	07-27-2004	78/457,650	03-07-2006	3,065,190
LOYALTEA	02-05-2010	77/929,396	10-05-2010	3,856,138
HIBISCUS STEAMER	02-20-2009	77/674,631	11-17-2009	3,711,457
TEA SPARKLE	02-09-2009	77/666,597	11-03-2009	3,704,625
TEA SANGRIA	02-09-2009	77/666,588	11-03-2009	3,704,624
MOJITEA	02-09-2009	77/666,576	09-08-2009	3,681,758
GREEN TEA GINGER TWIST	02-09-2009	77/666,568	08-25-2009	3,672,569
WHITE TEA ACAI SQUEEZE	02-09-2009	77/666,530	11-17-2009	3,711,431
VALENTEA PASSION	02-09-2009	77/666,479	11-17-2009	3,711,430
PUMPKIN CHAI	02-09-2009	77/666,465	09-15-2009	3,684,701
CAROLINA HONEY	02-09-2009	77/666,406	11-17-2009	3,711,428
WHITE FROSTEA	02-09-2009	77/666,390	11-02-2010	3,869,064
TEA SQUEEZE	02-09-2009	77/666,352	11-03-2009	3,704,622
RED VELVET	02-09-2009	77/666,340	09-08-2009	3,681,757
CHARITEA	08-22-2008	77/553,770	03-31-2009	3,598,240
Argo Tea Logo	01-18-2008	77/375,773	12-02-2008	3,539,708
ARGO TEA	01-16-2008	77/373,558	09-09-2008	3,498,430
ARGO	01-16-2008	77/373,439	09-09-2008	3,498,428

SCHEDULE A

2056335.1

RECORDED: 12/19/2014

TRADEMARK
REEL: 005423 FRAME: 0249