

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM365043

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Breakwater Credit Opportunities Fund, L.P.		12/08/2015	LIMITED PARTNERSHIP:
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: 28			
Property Type	Number	Word Mark	
Registration Number:	3498428	ARGO	
Registration Number:	3879762	ARGO COFFEE	
Registration Number:	3498430	ARGO TEA	
Registration Number:	3539708		
Registration Number:	3856138	LOYALTEA	
Registration Number:	3065190	SMOOTEA	
Registration Number:	4104572	TEA + INGREDIENTS WITH PURPOSE	
Registration Number:	4346452	MOJITEA	
Registration Number:	4346073	PUMPKIN CHAI	
Registration Number:	4346454	RED VELVET	
Registration Number:	4299388	TEAMOSA	
Registration Number:	3711428	CAROLINA HONEY	
Registration Number:	3598240	CHARITEA	
Registration Number:	3672569	GREEN TEA GINGER TWIST	
Registration Number:	3711457	HIBISCUS STEAMER	
Registration Number:	4036557	MANGO MATECCINO	
Registration Number:	3681758	MOJITEA	
Registration Number:	3684701	PUMPKIN CHAI	
Registration Number:	3681757	RED VELVET	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	3704624	TEA SANGRIA
Registration Number:	3704625	TEA SPARKLE
Registration Number:	3704622	TEA SQUEEZE
Registration Number:	3711430	VALENTEA PASSION
Registration Number:	3869064	WHITE FROSTEA
Registration Number:	3711431	WHITE TEA ACAI SQUEEZE
Registration Number:	4546888	TEAPPUCCINO
Serial Number:	85747226	MANGO MATECCINO
Serial Number:	86006930	TEA-ÑA COLADA

CORRESPONDENCE DATA

Fax Number: 2127352000
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: 2127353000
Email: sara.mooney@skadden.com
Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP
Address Line 1: Four Times Square
Address Line 2: Kristen Greeley
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	153780/23
NAME OF SUBMITTER:	Kristen Greeley
SIGNATURE:	/kristen greeley/
DATE SIGNED:	12/08/2015

Total Attachments: 5
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Release of Security Interest in Trademarks is made as of December 8, 2015 (this "**Release**") by BREAKWATER CREDIT OPPORTUNITIES FUND, L.P., with its principal place of business at 1999 Avenue of the Stars, Suite 3430, Los Angeles, California, (the "**Secured Party**"), in favor of ARGO TEA, INC., a Delaware corporation, ("**Grantor**"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Trademark Security Agreement (as defined below).

WHEREAS, the Grantor owns the trademarks and trademark applications listed on Exhibit A attached hereto ("**Listed Trademarks**"), which trademarks are registered in the United States Patent and Trademark Office (the "**Office**");

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of December 18, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "**Trademark Security Agreement**"), Grantor pledged and granted to Secured Party a continuing security interest in Grantor's entire right, title and interest in and to: (i) all trademarks, registered trademarks, pending trademark applications, service marks, registered service marks and pending service mark applications and with respect to any and all of the foregoing worldwide: (a) all registrations and applications for the foregoing including, without limitation, the Listed Trademarks, (b) all extensions or renewals of any of the foregoing, (c) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (d) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, and (e) all proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect to each Listed Trademark, together with any renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each of the foregoing; and (ii) any and all agreements, licenses and covenants providing for the granting of any right in or to any of the Trademarks and the right to sue or otherwise recover for past, present and future infringement, dilution or other violation or impairment thereof, including the right to receive all proceeds therefrom, including without limitation license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable (the "**Trademark Collateral**"), including the Listed Trademarks (collectively, the "**Collateral**"), to secure Grantor's payment, performance and observance of its obligations under the Trademark Security Agreement;

WHEREAS, the Trademark Security Agreement was recorded in the Office on December 19, 2014 at Reel No. 5423, Frame No. 0305;

WHEREAS, Secured Party has, at the Grantor's request, agreed to release its security interest in all of the Grantor's right, title and interest in, to and under the Collateral, including the Listed Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party hereby agrees as follows:

1. Termination and Release. Secured Party hereby terminates, releases and discharges fully its security interest in Grantor's entire right, title and interest in and to the Collateral, including the Listed Trademarks.

2. Recordation. Secured Party hereby authorizes the Grantor, or the Grantor's authorized representative, to record this Release with the United States Patent and Trademark Office.

3. Further Assurances. Secured Party hereby undertakes and agrees to do such things and to execute such further lawful documents, assurances, applications and other instruments as may be required to give effective legal, registered and unencumbered title to the Grantor in and to the Collateral, including but not limited to the Listed Trademarks and the registrations thereof all without further considerations.

[Signature Page Follows]

(Signature Page to Release of Security Interest in Trademarks)

**BREAKWATER CREDIT
OPPORTUNITIES FUND, L.P.**

By: Breakwater Investment Management,
LLC, its General Partner

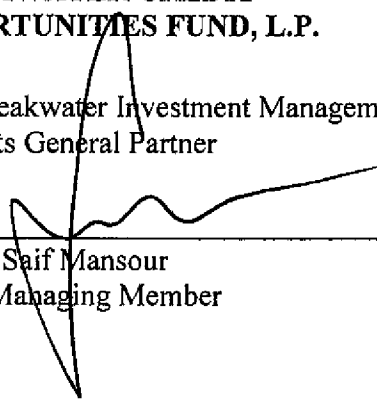
By: 
Name: Saif Mansour
Title: Managing Member

EXHIBIT A**TRADEMARKS**

Filing Date	Serial Number	Registration Date	Registration Number	Mark
January 16, 2008	77-373,439	September 9, 2008	3,498,428	ARGO
April 12, 2010	85-012,075	November 23, 2010	3,879,762	ARGO COFFEE
January 16, 2008	77-373,558	September 9, 2008	3,498,430	ARGO TEA
January 18, 2008	77-375,773	December 2, 2008	3,539,708	Design
February 5, 2010	77-929,396	October 5, 2010	3,856,138	LOYALTEA
July 27, 2004	78-457,650	March 7, 2006	3,065,190	SMOOTEA
April 15, 2011	85-296,485	February 28, 2012	4,104,572	TEA + INGREDIENTS WITH PURPOSE
October 5, 2012	85-747,125	June 4, 2013	4,346,452	MOJITEA
September 20, 2012	85-734,181	June 4, 2013	4,346,073	PUMPKIN CHAI
October 5, 2012	85-747,177	June 4, 2013	4,346,454	RED VELVET
June 25, 2012	85-660,243	March 5, 2013	4,299,388	TEAMOSA
February 9, 2009	77-666,406	November 17, 2009	3,711,428	CAROLINA HONEY
August 22, 2008	77-553,770	March 31, 2009	3,598,240	CHARITEA
February 9, 2009	77-666,568	August 25, 2009	3,672,569	GREEN TEA GINGER TWIST
February 20, 2009	77-674,631	November 17, 2009	3,711,457	HIBISCUS STEAMER
February 28, 2011	85-253,063	October 4, 2011	4,036,557 <i>(Supplemental Registration)</i>	MANGO MATECCINO
February 9, 2009	77-666,576	September 8, 2009	3,681,758 <i>(Supplemental Registration)</i>	MOJITEA
February 9, 2009	77-666,465	September 15, 2009	3,684,701 <i>(Supplemental Registration)</i>	PUMPKIN CHAI
February 9, 2009	77-666,340	September 8, 2009	3,681,757 <i>(Supplemental Registration)</i>	RED VELVET
February 9, 2009	77-666,588	November 3, 2009	3,704,624	TEA SANGRIA
February 9, 2009	77-666,597	November 3, 2009	3,704,625	TEA SPARKLE
February 9, 2009	77-666,352	November 3, 2009	3,704,622	TEA SQUEEZE

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Filing Date	Serial Number	Registration Date	Registration Number	Mark
		2009		
February 9, 2009	77-666,479	November 17, 2009	3,711,430	VALENTEA PASSION
February 9, 2009	77-666,390	November 2, 2010	3,869,064	WHITE FROSTEA
February 9, 2009	77-666,530	November 17, 2009	3,711,431	WHITE TEA ACAI SQUEEZE
September 20, 2013	86-070,769	June 10, 2014	4,546,888	TEAPPUCCINO

TRADEMARK APPLICATIONS

Filing Date	Serial Number	Registration Date	Registration Number	Mark
October 5, 2012	85-747,226	Not yet registered	Not yet registered	MANGO MATECCINO
July 10, 2013	86-006,930	Not yet registered	Not yet registered	TEA-NA COLADA

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