1 \$65 00 188

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM389727

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Metro Phoenix Bank		06/29/2016	Corporation: ARIZONA

RECEIVING PARTY DATA

Name:	Wellements, LLC	
Street Address:	8901 East Pima Center Parkway	
Internal Address:	Suite 215	
City:	Scottsdale	
State/Country:	ARIZONA	
Postal Code:	85258	
Entity Type:	Limited Liability Company: ARIZONA	
Name:	Detoxify, LLC	
Street Address:	8901 East Pima Center Parkway	
Internal Address:	Suite 215	
City:	Scottsdale	
State/Country:	ARIZONA	
Postal Code:	85258	
Entity Type:	Limited Liability Company: ARIZONA	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1883803	DAILY DETOX
Registration Number:	3805563	DAILY DETOX

CORRESPONDENCE DATA

Fax Number: 6029165651

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: 602-916-5451

Email: ip@fclaw.com

Correspondent Name: Stacie K. Smith

Address Line 1: Fennemore Craig, P.C.

Address Line 2: 2394 East Camelback Road, Suite 600

Address Line 4: Phoenix, ARIZONA 85016-3429

TRADEMARK

900369643 REEL: 005824 FRAME: 0690

ATTORNEY DOCKET NUMBER:	014853.0002
NAME OF SUBMITTER:	Stacie K. Smith
SIGNATURE:	/Stacie K. Smith/
DATE SIGNED:	06/29/2016

Total Attachments: 5

source=6-29-2016 release of security interest in DAILY DETOX registrations by Metro Phoenix Bank#page1.tif source=6-29-2016 release of security interest in DAILY DETOX registrations by Metro Phoenix Bank#page2.tif source=6-29-2016 release of security interest in DAILY DETOX registrations by Metro Phoenix Bank#page3.tif source=6-29-2016 release of security interest in DAILY DETOX registrations by Metro Phoenix Bank#page4.tif source=6-29-2016 release of security interest in DAILY DETOX registrations by Metro Phoenix Bank#page5.tif

TRADEMARK REEL: 005824 FRAME: 0691

RELEASE OF SECURITY INTEREST

This Release of Security Interest Agreement (this "Release"), dated as of June <u>29</u>, 2016, is made by Metro Phoenix Bank (the "<u>Lender</u>"), whose mailing address is 4686 E. Van Buren, Phoenix, AZ 85008, in favor of Wellements, LLC and Detoxify, LLC (collectively, the "<u>Company</u>"), each an Arizona limited liability company, with their chief executive offices located at 8901 East Pima Center Parkway, Suite 215, Scottsdale, AZ 85258. The company and the Lender are each a "<u>Party</u>" and are collectively the "<u>Parties</u>."

RECITALS

WHEREAS, pursuant to that certain Trademark Security Agreement dated November 14th, 2013, between Lender and the Company (the "Security Agreement"), the Company pledged and granted a security interest certain trademarks described in the Security Agreement to Lender.

WHEREAS, the Security Agreement inadvertently included a grant of security interest in two trademarks (the "<u>Trademarks</u>"), described on <u>Exhibit A</u> attached hereto, that the Company did not wish to pledge and that the Lender did not intend to receive.

WHEREAS, the Company now desires to restore the original intention of the Security Agreement and has requested that the Lender release its security interest in the Trademarks inadvertently pledged pursuant to the Security Agreement.

Now, therefore, in consideration of the foregoing and other mutual benefits accruing to the parties hereto, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1. Release of Security Interest. The Lender hereby releases the Company, without covenant or warranty, express or implied, from any and all of its obligations under the Security Agreement with respect to the Trademarks, including those provisions, which by their terms, survive the release of the Company from such obligations under the Security Agreement. The corrected schedule of trademarks that should have been attached to the Security Agreement is set forth on Exhibit B.
- 2. Acknowledgment of Inadvertent Inclusion. The grant of security interest in the Trademarks in the Security Agreement was inadvertent and the Company did not wish to pledge such interest in the Trademarks nor did the Lender intend to receive such interest. In acknowledgment of this fact, the Parties agree that the provisions and obligations of the Security Agreement with respect to the Trademarks are void.
- 3. Amendment of Recordation Documents. The Lender agrees that, upon execution of this Release, the security interest in the Trademarks shall be deemed void and is hereby terminated and the Lender will file (and the Company is authorized to file) amendments or any other required documents with the United States Patent and Trademark Office to delete the Trademarks from the descriptions of the collateral in the statements filed on behalf of the Lender and to effect the release of the lien and security interest of the Lender in the Trademarks evidenced by the statements.

4. Miscellaneous.

- (a) <u>Finance Documents Remain In Effect</u>. Except as expressly provided in this Release, the execution of this Release shall in no manner affect the duties, obligations or liabilities of the Company with respect to or under the Security Agreement.
- (b) <u>Governing Law</u>. This Release, including all matters of construction, validity and performance, shall be governed by the laws of the State of Arizona without regard to the conflict of laws rules thereof, except as may be required by other mandatory provisions of applicable law.

11732147/014853.0002

TRADEMARK REEL: 005824 FRAME: 0692

- (c) <u>Counterparts</u>. This Release may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.
- (d) <u>Successors and Assigns.</u> This Release shall be binding upon and inure to the benefit of and be enforceable by the respective successors and permitted assigns of the parties hereto.

In WITNESS WHEREOF, the Parties have executed this Release by their duly authorized representatives as of the date first written above.

Wellements, LLC

By: Wellements II, LLC Manager

By: KAC Investments LLC, Manager

Keyvan Taheri, Manager

Detoxify, LLC

By: Wellements II, LLC/ Manager

By: KAC Investments LLC, Manager

Ву:

Keyvan Taheri, Manager

Metro Phoenix Bank

o. Wirka

Name

Title <u>CVV/CC</u>

Exhibit A Trademarks

	Trademark Application Number	Trademark Registration Number	Identification/Description of Trademark
ľ	77723884	3805563	DAILY DETOX
Ī	74525010	1883803	DAILY DETOX

Exhibit B
Corrected Schedule to Security Agreement

	WELLEMENTS, LLC		
4A. Trademark Application Number	4.B Trademark Registration No.(s)	4C. Identification/Description of Trademark(s)	
78197938	2833342	SPLURGE	
74525005	1900304	DAILY KLEAN	
74672733	2029277	CITRIUM	
77020715	0934333	WELLEMENTS (International Reg*)	
78845715	3266441	GIVE THE PLANET A COFFEE BREAK	
77020715	3273781	WELLEMENTS (US)	
77459654	3768227	W ORGANICS	
85472975	4251372	TINY VOICES	
85456522	4180892	BABY MOVE	
Mark in progress →	Mark in progress →	Diapersyou're gonna need 'em 09/10/2012 (application/filing date)	
Mark in progress →	Mark in progress →	TYKE LYTE 10/22/2012 (application/filing date)	

^{*}International Registration = European Community containing: Austria Benclux, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Malta, Poland, Portugal, Slovakia, Slovenia, Spain, Sweden, and the UK; Australia, China, Japan, South Korea, Vietnam, Switzerland, and Singapore.

DETOXIFY, LLC		
4A. Trademark Application Number	4.B Trademark Registration No.(s)	4C. Identification/Description of Trademark(s)
76267531	2567271	RESEARCH YOU CAN COUNT ON, PRODUCTS YOU CAN TRUST
78058268	2775428	NATURALLY KLEAN
74525006	1883802	NATURALLY KLEAN
74530622	1898539	DETOXIFY
74560865	1914487	PRECLEANSE
78372408	3002871	MEGA CLEAN
78653996	3095706	THE LIQUID STUFF
78686339	3120356	CONSTANT CLEANSE
75077816	2075334	READY CLEAN
76667398	3367461	FAST & CLEAN
77470316	3670483	XTREME CLEAN
75540864	2375978	XXTRA CLEAN
75540863	2375977	QUICK & NATURAL and design
77922857	3841086	GREEN CLEAN
85121136	3961183	THE EXTRA STUFF
85273798	4116198	INSTANT CLEAN
85456542	4231313	GO CLEAN
Mark in progress →	Mark in progress →	STUFF DETOX MAX 04/19/2012 (application/filing date)
Mark in progress →	Mark in progress →	THE STUFF DETOX MAX CAPS 10/30/2012 (application/filing date)