

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM447470

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Agent		09/29/2017	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Earth Thebault, Inc.		
Street Address:	249 Pomeroy Road		
City:	Parsippany		
State/Country:	NEW JERSEY		
Postal Code:	07054		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2384927	LPT	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	mcastle@paulweiss.com, aspoto@paulweiss.com		
Correspondent Name:	Matthew Castle		
Address Line 1:	Paul Weiss Rifkind Wharton & Garrison LLP		
Address Line 2:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	12463-018		
NAME OF SUBMITTER:	Matthew Castle		
SIGNATURE:	/Matthew Castle/		
DATE SIGNED:	10/17/2017		
Total Attachments: 4			
source=Earth Thebault - IP Trademark Release (Executed)#page1.tif			
source=Earth Thebault - IP Trademark Release (Executed)#page2.tif			
source=Earth Thebault - IP Trademark Release (Executed)#page3.tif			
source=Earth Thebault - IP Trademark Release (Executed)#page4.tif			

CH \$40.00 2384927

NOTICE OF RELEASE OF
SECURITY INTEREST IN TRADEMARKS

This NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), effective as of September 29, 2017 is made by Bank of America, N.A., in its capacity as agent (referred to herein as the "Agent"), in favor of Earth Thebault, Inc., a Delaware corporation (the "Company"), pursuant to that certain Second Amended and Rested (Term) Loan and Security Agreement, dated as of May 18, 2012 (and as the same may be further amended or modified from time to time, the "Loan Agreement"), among the Company, the Agent and other parties thereto.

W I T N E S S E T H:

WHEREAS, in connection with the Loan Agreement, the Company executed and delivered the Trademark Security Agreement, dated as of May 18, 2012, in favor of the Agent (the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, the Company pledged and granted to the Agent for the benefit of the Lenders a lien on and continuing security interest in all of their intellectual property, including but not limited to the trademarks, service marks and trademark and service mark registrations and applications set forth on Schedule A attached hereto, together with the goodwill of the business symbolized thereby (the "Released Trademarks");

WHEREAS, the Agent recorded its security interest in the Released Trademarks with the United States Patent and Trademark Office (the "USPTO") on May 18, 2012, at Reel/Frame No. 004783/0531; and

WHEREAS, the Agent has duly authorized the execution, delivery and performance of this Release.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Agent agrees, for the benefit of the Company, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Loan Agreement and Trademark Security Agreement, as applicable (it being understood that, in the event of any conflict, such terms shall have the meanings provided or provided by reference in the Loan Agreement).

SECTION 2. Release of Security Interest. The Agent does hereby release, relinquish and discharge its lien on and security interest in, and right of setoff against, all of the Company's right, title and interest in, to and under the Released Trademarks.

SECTION 3. Termination. The Agent, without any recourse, representation or warranty, hereby terminates and cancels the Trademark Security Agreement.

SECTION 4. Further Assurances. The Agent hereby authorizes the Company or the Company's authorized representative to (i) record this Release with the USPTO, (ii) file

UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Agent in the Released Trademarks and/or (iii) otherwise record or file this Release in the applicable governmental office or agency. The Agent further agrees to execute and deliver to the Company any and all further documents and instruments, and do any and all further acts which the Company (or their agents or designees) reasonably request (at the Company's sole cost and expense) in order to confirm this Release and the Company's right, title and interest in, to and under the Released Trademarks.

SECTION 5. Choice of Law. This Release shall be governed by, and construed in accordance with, the laws of the state of New York, but giving effect to federal laws applicable to national banks.

SECTION 6. Counterparts. This Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signatures Follow On Next Page.]

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date set forth above.

BANK OF AMERICA, N.A.,
as Agent

By: 
Name: _____
Title: **SETH DENSON**
DIRECTOR

[Signature Page – Notice of Release of Security Interest in Trademark Rights in Favor of Earth Thebault Company, Inc.]

TRADEMARK
REEL: 006183 FRAME: 0487

SCHEDULE A

U.S. Trademark Applications and Registrations

Mark Name	Serial No.	Filing Date	Registration No.	Registration Date
LPT	75636903	February 9, 1999	2384927	September 12, 2000