

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM476643

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ORCHID FINANCE LLC		06/01/2018	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Name:	Healthy Spot LLC		
Street Address:	6089 Bristol Parkway, Suite 200		
City:	Culver City		
State/Country:	CALIFORNIA		
Postal Code:	90230		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4148953	HEALTHY SPOT	
Registration Number:	4436468		
Registration Number:	4436470		
Registration Number:	4562358	FOR YOUR DOG'S MIND, BODY AND BOWL	
Serial Number:	87221108	SPOT ON	
Serial Number:	87221147	MIND, BODY AND BOWL	
Serial Number:	87431751	HEALTHY SPOT	
Serial Number:	87431842	RAWNIVORE	
CORRESPONDENCE DATA			
Fax Number:	7147952995		
<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:	714-839-3800		
Email:	docketing@fortislaw.com		
Correspondent Name:	FORTIS LLP		
Address Line 1:	650 Town Center Drive, Suite 1530		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
NAME OF SUBMITTER:	SANG N. DANG		
SIGNATURE:	/Sang N. Dang/		

OP \$215.00 4148953

DATE SIGNED:	06/04/2018
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Total Attachments: 5

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Orchid Finance, LLC
12300 Hidden Green Court
Las Vegas, NV 89141

June 1, 2018

Mr. Andrew Kim
CEO
HEALTHY SPOT, LLC
6089 Bristol Pkwy., Suite 200
Culver City, CA 90230

Dear Mr. Kim:

This letter agreement refers to the Loan Agreement dated March 30, 2018 between Healthy Spot, LLC., and its affiliated borrowers identified therein (collectively the "Borrowers" and each a "Borrower") and Orchid Finance, LLC (the "Lender", or the "Holder"). Any particular capitalized term used but not defined in this letter agreement has the meaning ascribed to such term in the applicable Loan Agreement.

The Borrowers have informed the Lender that on the date hereof, the Borrowers intend to repay all of the Loans, related indebtedness and other amounts owing under the above-referenced Loan Agreement.

The Borrowers shall pay or cause to be paid to Lender, at Borrowers' cost and expense, on the date hereof by federal funds wire transfer the amount of \$2,578,333.33 (the "Payoff Amount"), which is the sum of the following:

1. Loans under the Loan Agreement identified in item 1 above in the aggregate principal amount of \$ 2,500,000.00 outstanding as of June 1, 2018 and accrued and unpaid interest on such Loans of \$ 3,333.33 as of June 1, 2018;
2. Closing Fee of \$ 75,000.00

The Payoff Amount shall increase by a per diem in the amount of \$ 3,333.33 for each day after the date hereof that such amount is not received by Lender.

Payment of the foregoing sums should be made to Lender at or prior to 2:00 p.m. (California time), on the date hereof by way of a wire or intrabank transfer of immediately available funds directed as specified on Schedule I hereto. Payments received by Lender after 2:00 p.m. (California time), on the date hereof shall be deemed to be received the following day. If the foregoing conditions have not been satisfied prior to 2:00 p.m. (California time) on June 30, 2018, this letter agreement shall automatically terminate and shall have no further force or effect.

Lender agrees that, (a) upon payment in immediately available funds of the Payoff Amount (plus any applicable per diem), and (b) receipt by Lender of counterparts of this letter agreement from the Borrowers, (i) the Loan Agreements and other Loan Documents shall terminate and have no further force or effect (except for indemnification obligations that shall survive in accordance with the terms of the Loan Agreements and the other Loan Documents until satisfied in full), (ii) all of the existing Obligations shall be satisfied in full in accordance with the Loan Documents, (iii) all security interests and Liens held by or for the benefit of Lender under the Loan Documents shall be automatically and forever released without any further action by the Borrowers or Lender, (iv) the Borrowers shall be authorized to prepare and file all Uniform Commercial Code termination statements and such other releases necessary to release or terminate any and all security interests and Liens of Lender in and to any assets of the Borrowers under the Loan Documents (in addition, if reasonably requested by the Borrowers, Lender will, at the sole expense and cost of the Borrowers, deliver to the Borrowers Uniform Commercial Code termination statements and such other releases as are so reasonably requested in connection with the release of security interests and Liens of Lender under the Loan Documents), (v) the Borrowers and their respective counsel shall be authorized to deliver a copy of this letter agreement or any other termination or release contemplated hereby to any bank or other person to evidence (and/or reflect on public record) the termination and release of all security interests and Liens which the Borrowers have granted to Lender under the Loan Documents, and thereafter any contract or agreement executed by any such party in favor of Lender in connection with the transactions contemplated by the Loan Documents shall be automatically terminated, without further action of or consent by Lender and (vi) all Collateral, including original stock certificates and other instruments, in Lender's possession will be delivered to Borrowers. Notwithstanding anything to the contrary contained herein, nothing in this letter agreement shall terminate or otherwise impair the Obligations with respect to the indemnification and expense reimbursement provisions of the Loan Documents that expressly survive termination (or the obligations of the Guarantors with respect to such obligations or amounts).

Notwithstanding anything to the contrary contained herein, in the event any payment made to, or other amount or value received by, Lender from or for the account of a Borrower is avoided, rescinded, set aside or must otherwise be returned or repaid by Lender whether in any bankruptcy, reorganization, insolvency or similar proceeding involving a Borrower or otherwise, the indebtedness intended to be repaid thereby shall be reinstated to the extent of such avoidance, rescission, set aside, return or repayment (without any further action by any party) and shall be enforceable against the Borrowers. In such event, the Borrowers shall be and remain liable to Lender for the amount so repaid or recovered to the same extent as if such amount had never originally been received by Lender (and the Guarantors shall be liable for such amounts pursuant to the guaranties in favor of Lender).

Each party hereto agrees, upon the reasonable request of any other party hereto (or such party's counsel (or a person designated by such party or its counsel)), at any time and from time to time, promptly to execute and deliver all such further documents (including Lien releases and Uniform Commercial Code termination statements) and to promptly take all such action as may be reasonably necessary or appropriate in order more effectively to confirm or carry out the provisions of this letter agreement.

Each Borrower represents and warrants that there are no claims, causes of action, suits, debts, obligations, liabilities, demands of any kind, character or nature whatsoever, fixed or contingent, which any Borrower may have, or claim to have, against Lender, and each Borrower hereby releases, acquits and forever discharges Lender and its agents, employees, officers, directors, servants, representatives, attorneys, affiliates, successors and assigns (collectively, the "Released Parties") from any and all liabilities, claims, suits, debts, causes of action and the like of any kind, character or nature whatsoever, known or unknown, fixed or contingent, that any Borrower may have, or claim to have, against any of the Released Parties from the beginning of time until and through the dates of execution and delivery of this letter agreement.

This letter agreement shall be effective when a counterpart is signed by each of the parties in the appropriate space provided below. This letter agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one agreement. Delivery of a counterpart by facsimile transmission or by e-mail transmission of an Adobe file format document (also known as a PDF file) shall be effective as delivery of a manually executed counterpart hereof. Your signature shall also constitute the Borrowers' request to terminate the Commitments upon payment of the Payoff Amount (plus any per diem, as applicable).

ORCHID FINANCE, LLC

By: 
Thomas P. Harrison

The above letter agreement is acknowledged, accepted and agreed to as of the 1st day of June 2018.

BORROWERS:

HEALTHY SPOT, LLC

By: _____
Andrew Kiro, CEO

Each Borrower represents and warrants that there are no claims, causes of action, suits, debts, obligations, liabilities, demands of any kind, character or nature whatsoever, fixed or contingent, which any Borrower may have, or claim to have, against Lender, and each Borrower hereby releases, acquits and forever discharges Lender and its agents, employees, officers, directors, servants, representatives, attorneys, affiliates, successors and assigns (collectively, the "Released Parties") from any and all liabilities, claims, suits, debts, causes of action and the like of any kind, character or nature whatsoever, known or unknown, fixed or contingent, that any Borrower may have, or claim to have, against any of the Released Parties from the beginning of time until and through the dates of execution and delivery of this letter agreement.

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ORCHID FINANCE, LLC

By: _____
Thomas P. Harrison

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BORROWERS:

HEALTHY SPOT, LLC

By: _____
Andrew Kim, CEO

Schedule I
Wiring Instructions

Bank:	Wells Fargo Bank, N.A.
ABA #:	121-000-248
Account:	Orchid Finance, LLC
Account #:	9282010967
Reference:	Healthy Spot Loan Payoff