

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM484421

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FIFTH THIRD BANK		06/12/2018	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	NEHEMIAH MANUFACTURING COMPANY LLC		
Street Address:	1130 FINDLAY STREET		
City:	CINCINNATI		
State/Country:	OHIO		
Postal Code:	45214		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	3697206	KANDOO	
Registration Number:	3325873	KANDOO	
Registration Number:	3124372	KANDOO	
Registration Number:	3146346	KANDOO FRESH SPLASH	
Registration Number:	3002468	KANDOO	
Registration Number:	3375812	KANDOO	
Registration Number:	3577327	BRIGHTFOAM	
Registration Number:	3178424	FRESAS DIVERTIDAS	
Registration Number:	3146345	FRESH SPLASH	
Registration Number:	3163966	FUNNY BERRY	
Registration Number:	3139813	JUNGLE FRUITS	
Registration Number:	3667904		
Registration Number:	3165943		
Registration Number:	3165944		
Registration Number:	3413411		
Registration Number:	3350364		
Registration Number:	3139743		
Registration Number:	3374376		
Registration Number:	3231220	MAGIC MELON	

CORRESPONDENCE DATA**Fax Number:** 5133583482

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.

Email: VICKY.CALLAHAN@53.COM**Correspondent Name:** VICKY CALLAHAN**Address Line 1:** 1MOBB1**Address Line 2:** 5001 KINGSLEY DRIVE**Address Line 4:** CINCINNATI, UNITED STATES 45227

NAME OF SUBMITTER:	VICKY CALLAHAN
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SIGNATURE:	/VICKY CALLAHAN/
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DATE SIGNED:	08/02/2018
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Total Attachments: 10

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Commercial Loan Operations
5001 Kingsley Drive
MD: 1MOBB1
Cincinnati, OH 45227

June 12, 2018

U.S. Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

To Whom It May Concern:

RE: Release of Security Interest

Trademark Registration Number(s): 78877448, 78528333, 78376911, 78405069, 78058611, 77208609, 77288382, 78625276, 78405065, 78592284, 78329348, 78877441, 78320493, 78320508, 78936599, 78936601, 78238382, 78936602, 78645035

Name: NEHEMIAH MANUFACTURING, LLC

On March 22, 2013, we asked you to note an Assignment of Security Interest in connection with , with Nehemiah Manufacturing LLC your organization on Trademark Registration Numbers 78877448, 78528333, 78376911, 78405069, 78058611, 77208609, 77288382, 78625276, 78405065, 78592284, 78329348, 78877441, 78320493, 78320508, 78936599, 78936601, 78238382, 78936602, 78645035 as collateral to a note given us by the above.

Inasmuch as this note has been paid, and we have no further interest in this account, we ask that you release the Security Interest recorded 5/20/2014 at Reel 005283 Frame 0302, Doc# 900289666.



Kathy Bohman Assistant Vice President

Date: June 12, 2018

Prepared by: Vicky Callahan
ID# 96559

06/25/2018

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

RECOR

TR

103679354

6/18/18

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

FIFTH THIRD BANK

- ☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☒ Corporation- State: OHIO
☐ Other

Citizenship (see guidelines)

Additional names of conveying parties attached? ☐ Yes ☐ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 6-12-2018

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other RELEASE OF SECURITY INTEREST

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: NEHEMIAH MANUFACTURING COMPANY LLC

Street Address: 1130 FINDLAY STREET

City: CINCINNATI

State: OH

Country: USA Zip: 45214

- ☐ Individual(s) Citizenship
☐ Association Citizenship
☐ Partnership Citizenship
☒ Limited Partnership Citizenship OH
☐ Corporation Citizenship
☐ Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s) Text

78877448, 78528333, 78376911, 78405069, 78058811,
77208609, 77288382, 78625276, 78405065, 78592284, 7839348,
78877441, 78320483, 78320508, 78928599

B. Trademark Registration No.(s)

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: VICKY CALLAHAN

Internal Address: 1MOBB1

Street Address: 5001 KINGSLEY DRIVE

City: CINCINNATI

State: OH Zip: 45227

Phone Number: 513-358-0799

Docket Number:

Email Address: vicky.callahan@f3.com

6. Total number of applications and registrations involved:

19

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 490.00

- ☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:

06/26/2018 XRGUYEH1 82835884 78877448

Deposit Account Number 40125 65

01 FC:5521 Authorized User Name 450.00 65

02 FC:5522

9. Signature:

Kathy Bohman
Signature

KATHY BOHMAN

Name of Person Signing

6/12/2018

Date

Total number of pages including cover sheet, attachments, and document:

10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

900289666 05/20/2014

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM305020

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Nehemiah Manufacturing Company LLC		03/22/2013	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	Fifth Third Bank
Street Address:	222 South Riverside Plaza
Internal Address:	30th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	CORPORATION: OHIO

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Serial Number:	78877448	KANDOO
Serial Number:	78528333	KANDOO
Serial Number:	78376911	KANDOO
Serial Number:	78405069	KANDOO FRESH SPLASH
Serial Number:	78058611	KANDOO
Serial Number:	77208609	KANDOO
Serial Number:	77288382	BRIGHTFOAM
Serial Number:	78625276	FRESAS DIVERTIDAS
Serial Number:	78405065	FRESH SPLASH
Serial Number:	78592284	FUNNY BERRY
Serial Number:	78329348	JUNGLE FRUITS
Serial Number:	78877441	
Serial Number:	78320493	
Serial Number:	78320508	
Serial Number:	78936599	
Serial Number:	78936601	
Serial Number:	78238382	
Serial Number:	78936602	

TRADEMARK

OP \$490.00 78877448

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REEL: 005283 FRAME: 0302

TRADEMARK

REEL: 006401 FRAME: 0220

Property Type	Number	Word Mark
Serial Number:	78645035	MAGIC MELON

CORRESPONDENCE DATA

Fax Number:
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.

Email: astimac@kmklaw.com

Correspondent Name: Alison J. Stimac

Address Line 1: One East Fourth Street

Address Line 2: Suite 1400

Address Line 4: Cincinnati, OHIO 45202

ATTORNEY DOCKET NUMBER:	FI2290-FI0056
NAME OF SUBMITTER:	Alison J. Stimac
SIGNATURE:	/Alison J. Stimac/
DATE SIGNED:	05/20/2014

Total Attachments: 6

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EXECUTION COPY

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("IP Security Agreement"), dated as of March 22, 2013, is between each of the Grantors set forth on the signature page hereof (each a "Grantor") and FIFTH THIRD BANK, as Lender ("Secured Party") under the Amended and Restated Credit Agreement dated as of March 22, 2013 (as further amended, supplemented or otherwise modified from time to time, the "Credit Agreement") between NEHEMIAH MANUFACTURING COMPANY LLC and the Secured Party.

WHEREAS, each Grantor and Secured Party are parties to the Security Agreement dated as of May 7, 2012 (the "Security Agreement"); and

WHEREAS, the Secured Party and each Grantor are entering into this IP Security Agreement in order to memorialize the terms and conditions of the Security Agreement, including by recording this IP Security Agreement with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor and Secured Party agree as follows (with capitalized terms used but not defined herein having the meanings given to them in the Security Agreement):

1. Grant of Security. In order to secure the payment and performance of the Obligations, each Grantor hereby pledges and grants to the Secured Party a security interest in and to all of the right, title and interest of such Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "IP Collateral"):

(a) all (i) letters patent of the United States or any political subdivision thereof, (ii) applications for letters patent of the United States, and (iii) reissues, divisions, continuations and continuations-in-part, or extensions thereof, including, without limitation, any of the foregoing listed on Schedule 1 hereof and (iv) all rights to obtain any reissues or extensions of the foregoing (the "Patents");

(b) (i) all trademarks, trade names, brand names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, domain names, service marks, logos and other source or business identifiers, and all goodwill associated therewith or symbolized thereby, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing listed on Schedule 2 hereof, and (ii) the right to obtain all renewals thereof (the "Trademarks");

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Each Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and any other government officials to record and register this IP Security Agreement upon request by the Secured Party.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The rights and remedies of the Secured Party with respect to the IP Collateral are as provided by the Credit Agreement, the Security Agreement and the other Loan Documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

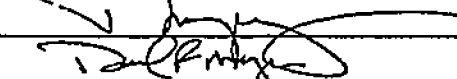
5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

6. Governing Law. This IP Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Ohio.

IN WITNESS WHEREOF, each Grantor and Secured Party has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

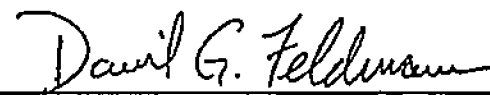
GRANTOR:

NEHEMIAH MANUFACTURING COMPANY
LLC

By: 
Name: Daniel G. Feldmann
Title: CEO

SECURED PARTY:

FIFTH THIRD BANK, as Secured Party

By: 
Name: Daniel G. Feldmann
Title: Vice President

SCHEDULE 1

Issued Patents and Patent Applications

NONE

SCHEDULE 2

Trademark Registrations and Applications

Mark	Grantor	Country	App. No.	Filing Date	Reg. Date	Reg. No.
KANDOO	Nehemiah Manufacturing Company LLC	United States	78877448	5/5/2006	10/13/2009	3697206
KANDOO	Nehemiah Manufacturing Company LLC	United States	78528333	12/7/2004	10/30/2007	3325873
KANDOO	Nehemiah Manufacturing Company LLC	United States	78376911	3/2/2004	8/1/2006	3124372
KANDOO FRESH SPLASH	Nehemiah Manufacturing Company LLC	United States	78405069	4/20/2004	9/19/2006	3146346
KANDOO	Nehemiah Manufacturing Company LLC	United States	78058611	4/16/2001	9/27/2005	3002468
KANDOO	Nehemiah Manufacturing Company LLC	United States	77208609	6/18/2007	1/29/2008	3375812
BRIGHTFOAM	Nehemiah Manufacturing Company LLC	United States	77288382	9/25/2007	2/17/2009	3577327
FRESAS DIVERTIDAS	Nehemiah Manufacturing Company LLC	United States	78625276	5/9/2005	11/28/2006	3178424
FRESH SPLASH	Nehemiah Manufacturing Company LLC	United States	78405065	4/20/2004	9/19/2006	3146345
FUNNY BERRY	Nehemiah Manufacturing Company LLC	United States	78592284	3/22/2005	10/24/2006	3163966
JUNGLE FRUITS	Nehemiah Manufacturing Company LLC	United States	78329348	11/18/2003	9/5/2006	3139813
KANDOO (FROG PALM PRINT)	Nehemiah Manufacturing	United States	78877441	5/5/2006	8/11/2009	3667904

Mark	Grantor	Country	App. No.	Filing Date	Reg. Date	Reg. No.
	Company LLC					
KANDOO (FROG PALM PRINT)	Nehemiah Manufacturing Company LLC	United States	78320493	10/29/2003	10/31/2006	3165943
KANDOO (FROG PALM PRINT)	Nehemiah Manufacturing Company LLC	United States	78320508	10/29/2003	10/31/2006	3165944
KANDOO (FROG WASHING HAIR)	Nehemiah Manufacturing Company LLC	United States	78936599	7/25/2006	4/15/2008	3413411
KANDOO (FROG WASHING HANDS)	Nehemiah Manufacturing Company LLC	United States	78936601	7/25/2006	12/4/2007	3350364
KANDOO (FROG WIPING POSE)	Nehemiah Manufacturing Company LLC	United States	78238382	4/16/2003	9/5/2006	3139743
KANDOO (FROG WITH GOGGLES)	Nehemiah Manufacturing Company LLC	United States	78936602	7/25/2006	1/22/2008	3374376
MAGIC MELON	Nehemiah Manufacturing Company LLC	United States	78645035	6/7/2005	4/17/2007	3231220

RECORDED: 05/20/2014

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RECORDED: 08/02/2018

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REEL: 006401 FRAME: 0227