

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM507617

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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Termination and Release of Security Interest (R/F 6161/0911) | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Webster Bank, National Association | | 01/28/2019 | National Banking Association: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | NC Brands L.P . | | |
| Street Address: | 40 Richards Avenue, Suite 200 | | |
| City: | Norwalk | | |
| State/Country: | CONNECTICUT | | |
| Postal Code: | 06854 | | |
| Entity Type: | Limited Partnership: DELAWARE | | |
| PROPERTY NUMBERS Total: 7 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1345458 | YELLOW OUT | |
| Registration Number: | 2400641 | YELLOW GONE | |
| Registration Number: | 2309509 | GREEN TO CLEAN | |
| Registration Number: | 1638795 | DRIVE OUT | |
| Registration Number: | 1924991 | CORAL SEAS | |
| Registration Number: | 4878858 | GREEN RELIEF | |
| Serial Number: | 87317502 | GREEN GONE | |
| 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> | | | |
| Phone: | 212-318-6532 | | |
| Email: | alanagramer@paulhastings.com | | |
| Correspondent Name: | Alana Gramer | | |
| Address Line 1: | c/o Paul Hastings LLP | | |
| Address Line 2: | 200 Park Avenue | | |
| Address Line 4: | NEW YORK, NEW YORK 10166 | | |
| NAME OF SUBMITTER: | ALANA GRAMER | | |
| SIGNATURE: | /s/ AG | | |

CH \$190.00 1345458

| | |
|---------------------|------------|
| DATE SIGNED: | 01/28/2019 |
|---------------------|------------|

Total Attachments: 4

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**TERMINATION AND RELEASE OF
MORTGAGE AND SECURITY AGREEMENT (TRADEMARKS)**

THIS TERMINATION AND RELEASE OF MORTGAGE AND SECURITY AGREEMENT (TRADEMARKS) (this "Termination") is dated as of January 28, 2019 and made by Webster Bank, National Association, a national banking association chartered under the laws of the United States of America pursuant to a Loan Agreement (as defined below) and as the secured party (together with its successors and assigns in such capacities, the "Secured Party") to NC Brands L.P., a Delaware limited partnership (the "Company"), and its successors and assigns, as applicable.

WHEREAS, pursuant to (i) that certain Mortgage and Security Agreement (Trademarks), dated as of September 8, 2017, by the Company in favor of the Secured Party (the "Trademark Security Agreement") and (ii) that certain Revolving Loan Agreement and Security Agreement, dated as of May 2, 2003 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among, *inter alios*, the Company and the Secured Party, a lien on and security interest in all right, title and interest in and to any and all of the Company's rights (the "Interests") in certain collateral then owned or thereafter acquired by such Company, including the Trademark Collateral (as hereinafter defined), was granted by the Company to the Secured Party;

WHEREAS, the Interests in the Trademark Collateral were recorded in the United States Patent and Trademark Office on September 25, 2017 in Reel 006161, Frame 0911; and

WHEREAS, the Secured Party desires to terminate and release the Interests in the Trademark Collateral and to reconvey any and all rights in the Trademark Collateral to the Company.

NOW, THEREFORE, for good and valuable consideration, the Secured Party hereby states as follows:

1. Defined Terms. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Trademark Collateral. The term "Trademark Collateral" shall mean all right, title and interest in, to and under the following:

(a) United States Trademarks and trademark applications and all other corresponding trademarks and trademark applications in any states or foreign countries as set forth on Schedule A (the "Trademark Rights");

(b) all reissues or extensions thereof;

(c) all claims for damages by reason of past or future infringement of the Trademark Rights with the right to sue for and collect said damages and the right to collect all royalties under any license agreements with respect to any of the Trademark Rights, whether now or hereafter granted; and

(d) all good will in connection therewith.

3. Release of Security Interest. The Secured Party hereby terminates the Trademark Security Agreement and terminates, releases and discharges the Interests in the Trademark Collateral, and re-assigns to the Company any and all other right, title or interest the Secured Party may have in, to or under the Trademark Collateral without recourse, representation or warranty (either express or implied). Any Interest or other right, title or interest of the Secured in such Trademark Collateral shall hereby cease and become void.

The Secured Party hereby authorizes the Company, or the Company's authorized representatives to: (a) record this Termination with the United States Patent and Trademark Office and/or any other applicable governmental office or agency, and (b) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the Interests of the Secured Party in the Trademark Collateral.

This Termination shall be governed by, and construed and interpreted in accordance with, the laws of the State of Connecticut.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, the Secured Party has caused this Termination to be executed by its duly authorized officer as of the date first written above.

WEBSTER BANK, NATIONAL ASSOCIATION,
as Secured Party

By: 

Name: Chris McLaughlin

Title: Vice President

Signature Page to Trademark Termination

TRADEMARK
REEL: 006543 FRAME: 0583

SCHEDULE A

TRADEMARKS

| Trademark Name | Application No. | Registration No. |
|----------------|-----------------|------------------------|
| Yellow Out | | 1345458 |
| Yellow Gone | | 2400641 |
| Yellow Relief | | Registration Abandoned |
| Green to Clean | | 2309509 |
| Drive Out | | 1638795 |
| Coral Seas | | 1924991 |
| Green Relief | | 4878858 |
| Green Gone | 87317502 | |