# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM501227

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
TWIN BROOK CAPITAL PARTNERS, LLC		10/24/2018	Limited Liability Company: DELAWARE

# **RECEIVING PARTY DATA**

Name:	NUTRITIONIX LLC		
Street Address:	1100 G ST NW #410		
City:	WASHINGTON		
State/Country:	D.C.		
Postal Code:	20005		
Entity Type:	Limited Liability Company: DELAWARE		

### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number	4306131	NUTRITIONLINK
Registration Number	4160468	
Registration Number	4091794	NUTRITIONIX

# **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.

Phone: 3125778467

Email: rebecca.paul@kattenlaw.com

Rebecca A. Paul c/o Katten Muchin **Correspondent Name:** 

Address Line 1: 525 West Monroe Street Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER: Rebecca A. Paul	
SIGNATURE: /Rebecca A. Paul/	
DATE SIGNED:	12/07/2018

#### **Total Attachments: 3**

source=24. Gladson - Trademark Release (Nutritionix)#page1.tif source=24. Gladson - Trademark Release (Nutritionix)#page2.tif source=24. Gladson - Trademark Release (Nutritionix)#page3.tif

> **TRADEMARK** REEL: 006545 FRAME: 0709

## TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of October 24, 2018, by TWIN BROOK CAPITAL PARTNERS, LLC ("Secured Party"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

#### WITNESSETH:

WHEREAS, Nutritionix LLC, a Delaware limited liability company (the "<u>Grantor</u>") and Secured Party were parties to that certain Trademark Security Agreement dated as of June 14, 2018 (the "<u>Security Agreement</u>") pursuant to which Grantor granted a security interest to Secured Party in certain Trademarks and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Secured Party, including the Trademarks set forth on Schedule A attached hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on June 15, 2018, at Reel 6353, Frame 0671;

WHEREAS, Grantor has requested that Secured Party release its security interest in the Trademarks and Trademark Collateral and reassign any and all rights in the same to Grantor;

WHEREAS, Grantor has satisfied and fulfilled all of its obligations to release the Secured Party's security interest in the Trademarks and Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

- 1. Secured Party hereby releases its security interest in all of Grantor's right, title and interest in and to the following (collectively the "<u>Trademark Collateral</u>"):
  - (a) each Trademark listed on <u>Schedule A</u> annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
  - (b) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark.
- 2. Secured Party hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Secured Party, any and all of Secured Party's right, title and interest in and to the Trademarks and the Trademark Collateral.

[Signature Page Follows]

TRADEMARK
REEL: 006545 FRAME: 0710

IN WITNESS WHEREOF, Secured Party has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

TWIN BROOK CAPITAL PARTNERS, LLC

By: Name: Drew Guyette

Title: Chief Credit Officer

# **SCHEDULE A**

# U.S. Trademarks and Trademark Applications

Trademark	Application No.	Application Date	Registration Number	Registration Date
NUTRITIONLINK	85447044	10/13/11	4306131	3/19/13
Design Only	85431491	9/26/11	4160468	6/19/12
Nutritionix	85075599	7/1/10	4091794	1/24/12

**RECORDED: 12/07/2018** 

TRADEMARK
REEL: 006545 FRAME: 0712