

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM521736

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Karp Reilly Capital Partners III, L.P.		05/01/2019	Limited Partnership: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Amazon Preservation Partners, LLC
<b>Also Known As:</b>	APP, LLC
<b>Street Address:</b>	1501-A Vermont Street
<b>City:</b>	San Francisco
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94107
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3303759	ZOLA
Registration Number:	4819716	ZOLA
Registration Number:	4819717	ZOLA FRUITS OF THE WORLD
Registration Number:	4401106	ZOLA FRUITS OF THE WORLD
Registration Number:	4197797	COCO-HYDRATION
Registration Number:	3714904	DRINK ZOLA. LIVE BETTER.
Registration Number:	5325659	ZOLA
Registration Number:	5434336	
Serial Number:	87039929	LIVE ZOLA

## CORRESPONDENCE DATA

Fax Number: 6172459493

*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: 6179517000

Email: maryjane.dipalma@ropesgray.com

Correspondent Name: Ropes &amp; Gray LLP

Address Line 1: Prudential Tower 800 Boylston Street

CH \$240.00 3303759

**Address Line 4:** Boston, MASSACHUSETTS 02199-3600

**ATTORNEY DOCKET NUMBER:** 105008-0060

**NAME OF SUBMITTER:** MARY JANE DIPALMA

**SIGNATURE:** / MARY JANE DIPALMA /

**DATE SIGNED:** 05/01/2019

**Total Attachments: 4**

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## RELEASE OF TRADEMARK SECURITY INTEREST

This Release of Trademark Security Interest ("**Release**") is made and effective as of May 1, 2019 and granted by KarpReilly Capital Partners III, L.P. (the "**Collateral Agent**"), as collateral agent for the secured parties under the Security Agreement referred to below (the "**Secured Parties**"), in favor of Amazon Preservation Partners, LLC (f/k/a APP, LLC), a Delaware limited liability company (the "**Grantor**") and its successors, assigns and legal representatives.

WHEREAS, pursuant to (i) certain purchase agreements (the Secured Note Purchase Agreement, dated February 27, 2017, among the Grantor, Amazon Preservations Holdings, LLC ("**Amazon Holdings**") and the Collateral Agent and the Secured Note Purchase Agreement, dated November 3, 2017, among the Grantor, Amazon Holdings, and the Collateral Agent) (the "**Purchase Agreements**") and (ii) that certain Amended and Restated Trademark Security Agreement between the Grantor and the Collateral Agent dated as of November 3, 2017 (the "**Trademark Security Agreement**" and, together with the Purchase Agreements, the "**Security Agreements**");

WHEREAS, pursuant to the Security Agreements, the Grantor pledged and granted to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below);

WHEREAS, the Amended and Restated Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 006196, Frame 0489 on November 3, 2017; and

WHEREAS, the Grantor has requested that the Collateral Agent enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Collateral Agent and the Secured Parties may have in the Trademark Collateral pursuant to the Security Agreements.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent hereby states as follows:

1. Release of Security Interest. Collateral Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, hereby terminates the Trademark Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreements in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under the following (collectively, the "**Trademark Collateral**"):
  - (a). any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, whether registered or unregistered, including the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof ("**Trademarks**");
  - (b). all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
  - (c). any and all license and other agreements in which such Grantor has granted or is granted a license or other right to use any Trademarks;
  - (d). 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

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

**KARPREILLY CAPITAL PARTNERS III, L.P.**

as Collateral Agent



By: \_\_\_\_\_

Name: Allan W. Karp

Title: Authorized Signatory

Address for Notices:

KarpReilly

102 Greenwich Ave / 2nd Floor

Greenwich, CT 06830

**AMAZON PRESERVATION PARTNERS, LLC** (f/k/a APP,  
LLC) By: AMAZON PRESERVATION HOLDINGS, LLC,  
its Sole Member

By: \_\_\_\_\_

Name: Chris Cuvelier

Title: Chief Executive Officer

Address for Notices:

1501-A Vermont Street

San Francisco, California 94107

[Signature page to Exhibit C to APA - Trademark Release]

**TRADEMARK**  
**REEL: 006635 FRAME: 0073**

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

**KARPREILLY CAPITAL PARTNERS III, L.P.**

as Collateral Agent

By: \_\_\_\_\_

Name: Allan W. Karp

Title: Authorized Signatory

Address for Notices:

KarpReilly

102 Greenwich Ave / 2nd Floor

Greenwich, CT 06830

**AMAZON PRESERVATION PARTNERS, LLC (f/k/a APP, LLC)**

By: AMAZON PRESERVATION HOLDINGS, LLC,

its Sole Member

By:  \_\_\_\_\_

Name: Chris Cuvelier

Title: Chief Executive Officer

Address for Notices:

1501-A Vermont Street

San Francisco, California 94107

**SCHEDULE 1  
TRADEMARKS**

**Trademark Registrations**

<b>Mark</b>	<b>Registered Owner</b>	<b>US Registration Number</b>	<b>Registration Date</b>
Zola	APP, LLC	3303759	October 2, 2007
Zola	APP, LLC	4819716	September 22, 2015
Zola Fruits of the World	APP, LLC	4819717	September 22, 2015
Zola Fruits of the World	APP, LLC	4401106	September 10, 2013
Coco-Hydration	APP, LLC	4197797	CANCELLED
Drink Zola. Live Better.	APP, LLC	3714904	CANCELLED
ZOLA design mark	APP, LLC	5325659	October 31, 2017
Design mark	Amazon Preservation Partners, LLC	5434336	March 27, 2018

**Trademark Applications**

<b>Mark</b>	<b>Registered Owner</b>	<b>ITU Status</b>	<b>Application Serial Number</b>	<b>Filing Date</b>
Live Zola	Amazon Preservation Partners, LLC	ABANDONED	87039929	May 17, 2016

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