

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM526169

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association		06/03/2019	Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Harlan Holdings, Inc.		
Street Address:	8520 Allison Pointe Blvd, Suite 400		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46250		
Entity Type:	Corporation: DELAWARE		
Name:	Harlan Laboratories, Inc.		
Street Address:	8520 Allison Pointe Boulevard, Suite 400		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46250		
Entity Type:	Corporation: INDIANA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3950565	HAN	
Registration Number:	3868050	HARLAN	
Registration Number:	1718510	HOLTZMAN	
Registration Number:	1671291	SD	
Registration Number:	1321122	SPRAGUE DAWLEY	
Registration Number:	3856744	TEKLAD GLOBAL DIETS	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
Correspondent Name:	CT Corporation		

OP \$165.00 3950565

TRADEMARK

Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 06/04/2019

Total Attachments: 7

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):

U.S. Bank National Association

- Individual(s)
- Association
- Partnership
- Limited Partnership
- Corporation- State: _____
- Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) June 3, 2019

- 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: Harlan Holdings, Inc.

Street Address: 8520 Allison Pointe Blvd, Suite 400

City: Indianapolis

State: Indiana

Country: USA Zip: 46250

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship USA-DE
- 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

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

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: Elaine Carrera, Senior Paralegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

6

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

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera

Signature

June 3, 2019

Date

Elaine Carrera

Name of Person Signing

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

7

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

Addendum to Cover Page of Trademarks Form Cover Sheet

2. Name and address of receiving party(ies)

Harlan Laboratories, Inc., an Indiana Corporation
8520 Allison Pointe Boulevard, Suite 400
Indianapolis, IN 46250
Citizenship – USA – IN

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of June 3, 2019 (the “Effective Date”), is made by U.S. Bank National Association, in its capacity as Collateral Trustee for the Secured Parties (the “Agent”), in favor of the grantor parties identified on the signature page hereto (the “Grantors”).

WHEREAS, pursuant to that certain Second Lien U.S. Pledge and Security Agreement, dated as of March 15, 2012, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantors granted to the Agent, in its capacity as Collateral Trustee for the Secured Parties, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered a Second Lien Trademark Security Agreement, dated as of April 29, 2014 (the “Second Lien Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Second Lien Trademark Security Agreement was recorded with the United States Patent and Trademark Office on August 27, 2014 at Reel/Frame 005351/0960;

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

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Second Lien Trademark Security Agreement, as applicable.

2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral, including the trademark registrations and applications set forth Schedule A attached hereto, arising under the Security Agreement and the Second Lien Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Second Lien Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantors.

3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Second Lien Trademark Security Agreement.

4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantors and their respective successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors, at the Grantors’ sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Concerning the Agent. U.S. Bank National Association is executing this Release solely in its capacity as Collateral Trustee under the Security Agreement and the Security Documents. In acting hereunder, U.S. Bank shall be entitled to all of the rights, privileges and immunities set forth in the Security Agreement and the Security Documents as though fully set forth herein.

6. Governing Law. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**U.S. Bank National Association, acting in its
capacity as in its capacity as Collateral
Trustee for the Secured Parties**

By: _____

Name: **Paula Oswald**

Title: **Vice President**







GRANTORS:









HARLAN HOLDINGS, INC.

HARLAN LABORATORIES, INC.

Schedule A
to
RELEASE OF SECURITY INTEREST IN TRADEMARKS

TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner Name	Database	Trademark	Status	Application Number Application Date	Registration Number Registration Date
HARLAN HOLDINGS, INC.	U.S. Federal	HAN	REGISTERED	85112010 8/20/10	3950565 4/26/11
HARLAN HOLDINGS, INC.	U.S. Federal	HARLAN 	REGISTERED	77587899 10/7/08	3868050 10/26/10
HARLAN HOLDINGS, INC.	Mexico	HARLAN 	REGISTERED	997706 3/25/09	1117970 8/28/09
HARLAN HOLDINGS, INC.	Mexico	HARLAN 	REGISTERED	997704 3/25/09	1120185 9/10/09
HARLAN HOLDINGS, INC.	Mexico	HARLAN	REGISTERED	997714 3/25/09	1130760 11/18/09
HARLAN HOLDINGS, INC.	Mexico	HARLAN 	REGISTERED	997717 3/25/09	1137662 1/15/10
HARLAN HOLDINGS, INC.	Mexico	HARLAN 	REGISTERED	997716 3/25/09	1165195 6/23/10
HARLAN HOLDINGS, INC.	Mexico	HARLAN 	REGISTERED	997703 3/25/09	1177814 9/6/10

Owner Name	Database	Trademark	Status	Application Number Application Date	Registration Number Registration Date
HARLAN HOLDINGS, INC.	Israel	harlan 	REGISTERED	219425 3/12/09	219425 09/06/2010
HARLAN HOLDINGS, INC.	Israel	harlan 	REGISTERED	219427 3/12/09	219427 09/06/2010
HARLAN HOLDINGS, INC.	Israel	harlan 	REGISTERED	219428 3/12/09	219428 02/07/2011
HARLAN HOLDINGS, INC.	Israel	harlan 	REGISTERED	219426 3/12/09	219426 02/07/2011
HARLAN HOLDINGS, INC.	Israel	harlan 	REGISTERED	219430 3/12/09	219430 09/06/2010
HARLAN HOLDINGS, INC.	Israel	harlan 	REGISTERED	219429 3/12/09	219429 09/06/2010
HARLAN HOLDINGS, INC.	India	HARLAN	REGISTERED	2121421 3/25/11	2121421 02/06/2013
HARLAN HOLDINGS, INC.	International Register	harlan 	REGISTERED		1001709 3/11/09
HARLAN SPRAGUE DAWLEY, INC. ¹	International Register	HAN	REGISTERED		623008 7/12/1994
HARLAN HOLDINGS, INC.	Canada	HARLAN & Design 	REGISTERED	1520798 03/25/2011	TMA840579 01/18/2013
HARLAN HOLDINGS, INC.	U.S. Federal	HOLTZMAN	REGISTERED	74131694 1/14/91	1718510 9/22/92

¹ This is the former name of Harlan Laboratories, Inc. The name will be updated at the next renewal.

Owner Name	Database	Trademark	Status	Application Number Application Date	Registration Number Registration Date
HARLAN HOLDINGS, INC.	U.S. Federal	SD	REGISTERED	74158076 4/17/91	1671291 1/7/92
HARLAN HOLDINGS, INC.	U.S. Federal	SPRAGUE DAWLEY	REGISTERED	73463830 2/2/84	1321122 2/19/85
HARLAN HOLDINGS, INC.	Community Trademarks	SPRAGUE DAWLEY	REGISTERED	8744658 12/9/09	8744658 6/3/10
HARLAN HOLDINGS, INC.	U.S. Federal	TEKLAD GLOBAL DIETS	REGISTERED	77953032 3/8/10	3856744 10/5/10
HARLAN HOLDINGS, INC.	Switzerland	TEKLAD GLOBAL DIETS	REGISTERED	52427/2010 3/11/10	602838 7/12/10
HARLAN HOLDINGS, INC.	Community Trademarks	TEKLAD GLOBAL DIETS	REGISTERED	8945164 3/11/10	8945164 8/2/10
HARLAN HOLDINGS, INC.	India	TEKLAD GLOBAL DIETS	APPLICATION (PENDING)	2208768 9/21/11	
HARLAN SPRAGUE DAWLEY, INC. ²	United Kingdom	HAN	REGISTERED	1578276 10/31/1994	1578276 1/12/1996

² This is the former name of Harlan Laboratories, Inc. The name will be updated at the next renewal.