

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM527626

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Virtus Group, LP, as Agent		06/11/2019	Limited Partnership: TEXAS
RECEIVING PARTY DATA			
Name:	Dade Paper & Bag, LLC		
Street Address:	9601 NW 112th Ave.		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33178		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4439448	VICTORIA BAY	
Registration Number:	3409540	VICTORIA BAY	
Registration Number:	3225470	VICTORIA BAY	
Registration Number:	3193667	GREENSAFE	
Registration Number:	3834685	HYPROTECTION ZONE	
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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Ste 1130		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1094154 Virtus		
NAME OF SUBMITTER:	Brandon Okun		
SIGNATURE:	/Brandon Okun/		
DATE SIGNED:	06/13/2019		

OP \$140.00 4439448

Total Attachments: 4

source=E #92138005v2 - (Trademark Release - Virtus Group, LP)#page2.tif

source=E #92138005v2 - (Trademark Release - Virtus Group, LP)#page3.tif

source=E #92138005v2 - (Trademark Release - Virtus Group, LP)#page4.tif

source=E #92138005v2 - (Trademark Release - Virtus Group, LP)#page5.tif

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTERESTS IN TRADEMARKS** (“*Release*”) is granted as of June 11, 2019 by **VIRTUS GROUP, LP**, as agent for the Lenders (the “*Agent*”), in favor of **DADE PAPER & BAG, LLC**, a Florida limited liability company (the “*Grantor*”); and

WHEREAS, the Grantor, the other loan parties from time to time party thereto, the lenders from time to time parties thereto (the “*Lenders*”) and the Agent have entered into a Security Agreement, dated as of June 9, 2017 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “*Security Agreement*”); terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Security Agreement or Trademark Agreement (defined below);

WHEREAS, the Grantor has executed and delivered that certain Trademark Security Agreement, dated as of June 9, 2017, which was recorded with the United States Patent and Trademark Office on June 12, 2017, at Reel 6082 and Frame 0096 (the “*Trademark Agreement*”), pursuant to which the Grantor granted a security interest in all of their right, title and interest in, to and under the Trademark Collateral; and

WHEREAS, the Agent (acting at the direction of the Lenders) now desires to terminate and discharge fully its interest in the Trademark Collateral described in the Trademark Agreement, including, for the avoidance of doubt, the Trademarks identified in Schedule A annexed hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agent does hereby release, terminate, cancel and discharge fully any and all liens and security interests it may have in and to the Trademark Collateral. If, and to the extent that the Agent has acquired any right, title and interest in, to, and under the Trademark Collateral, the Agent hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor. The Agent terminates and cancels the Trademark Agreement.

The Agent agrees to take all further actions, and provide to the Grantor 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 Grantor, at the Grantor’s sole cost and expense, to more fully and effectively effectuate the purposes of this Release. The Agent hereby authorizes and requests that the United States Patent and Trademark Office note and record the present Release of Security Interest in Trademarks.

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Termination and Release of Security Interest in Trademarks as of the date above first written.

VIRTUS GROUP, LP, as Agent

By: 

Name: Jimmie Bridwell

Title: Chief Operating Officer

Acknowledged and agreed:

DADE PAPER & BAG, LLC. as Grantor

By:  _____

Name: Robert Tillis


Title: Chief Executive Officer

[Signature Page to Release of Security Interest in Trademarks]

SCHEDULE "A"

Trademarks

Registrations:

<u>Trademark</u>	<u>Owner</u>	<u>Registration Date</u>	<u>Registration No.</u>	<u>Owned or Licensed?</u>
VICTORIA BAY	Dade Paper & Bag, LLC	11/26/2013	85-892,828 4,439,448	<u>Owned</u>
VICTORIA BAY	Dade Paper & Bag, LLC	4/8/2008	76-503,661 3,409,540	<u>Owned</u>
VICTORIA BAY	Dade Paper & Bag, LLC	4/3/2007	76-978,439 3,225,470 ¹	<u>Owned</u>
GREENSAFE	Dade Paper & Bag, LLC	1/2/2007	78-826,498 3,193,667	<u>Owned</u>
Hyprotection Zone 	Dade Paper & Bag, LLC	8/17/2010	77-912,518 3,834,685	<u>Owned</u>

Applications:

None