

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM542684

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Diamond Creek Capital, LLC		04/17/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PackIt, LLC		
Street Address:	875 S. Westlake Blvd		
Internal Address:	Suite 112		
City:	Westlake Village		
State/Country:	CALIFORNIA		
Postal Code:	91361		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4596628	PK2	
Registration Number:	4139207	PACKIT	
Registration Number:	3854881	PACKIT	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	935513		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	09/26/2019		
Total Attachments: 5			
source=9-26-19 Diamond Creek-TM#page1.tif			

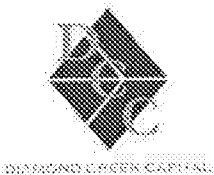
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DIAMOND CREEK CAPITAL
3290 Royal Fortune Drive
Las Vegas, NV 89141
949-887-6817

April 17, 2019

Ms. Melissa Kieling, CEO
PACKIT, LLC
875 S. Westlake Blvd., Suite 112
Westlake Village, CA 91361

Dear Melissa:

This letter agreement refers to the Loan Agreement dated as of August 29, 2018 (as amended, restated, supplemented or otherwise modified, the "Loan Agreement") between PackIt, LLC, a California limited liability corporation ("PackIt" or the "Borrower") and Diamond Creek Capital, LLC, a Delaware limited liability company (the "Lender"). Any capitalized term used but not defined in this letter agreement has the meaning ascribed to such term in the Loan Agreement.

The Borrower has informed the Lender that on or about April 17, 2019, the Borrower intends to repay all of the Loans, related indebtedness and other amounts owing under the above-referenced Loan Agreement.

The Borrower shall pay or cause to be paid to Lender, at the Borrower's cost and expense, on the date hereof by federal funds wire transfer the amount of \$4,877,366.67 (the "Payoff Amount"), which is the sum of the following:

1. Loans under the Loan Agreement identified in item 1 above in the aggregate principal amount of \$4,850,000.00 outstanding as of March 31, 2019, together with accrued and unpaid interest on such Loans, in an aggregate amount equal to \$25,866.67 as of April 17, 2019.
2. Estimated expenses and legal fees through April 17, 2019 of \$1,500.00.

The Payoff Amount shall increase by a per diem in the amount of \$1,616.67 for each day after the date hereof that such amount is not received by Lender.

Payment of the foregoing sums should be made to Lender at or prior to 3:00 p.m. (California time), on the date hereof by way of a wire or intrabank transfer of immediately available funds directed as specified on Schedule I hereto. Payments received by Lender after 3:00 p.m. (California time), on the date hereof shall be deemed to be received the following day. If the foregoing conditions have not been satisfied prior to 3:00 p.m. (California time) on April 19, 2019, this letter agreement shall automatically terminate and shall have no further force or effect.

Lender agrees that, (a) upon payment in immediately available funds of the Payoff Amount (plus any applicable per diem), and (b) receipt by Lender of counterparts of this letter agreement from the Borrower, (i) the Loan Agreement and other Loan Documents shall terminate (except for indemnification obligations that expressly survive pursuant to the Loan Agreement and the other Loan Documents until satisfied in full), (ii) all of the existing Obligations shall be satisfied in full, (iii) all security interests and liens held by or for the benefit of Lender under the Loan Documents shall be automatically and forever released without any further action by the Borrower or Lender, (iv) the Borrower shall be authorized to prepare and file all Uniform Commercial Code termination statements and such other releases necessary to release or terminate any and all security interests and liens of Lender in and to any assets of the Borrower under the Loan Documents (in addition, if reasonably requested by the Borrower, Lender will, at the sole expense and cost of the Borrower, deliver to the Borrower Uniform Commercial Code termination statements and such other releases as are so reasonably requested in connection with the release of security interests and liens of Lender under the Loan Documents), and (v) all original stock certificates and other instruments in Lender's possession will be delivered to the Borrower. Notwithstanding anything to the contrary contained herein, nothing in this letter agreement shall terminate or otherwise impair the Obligations with respect to the indemnification and expense reimbursement provisions of any Loan Document that expressly survive the termination of such Loan Document, and the payment of all amounts owing thereunder.

Notwithstanding anything to the contrary contained herein, in the event any payment made to, or other amount or value received by, Lender from or for the account of the Borrower is avoided, rescinded, set aside or must otherwise be returned or repaid by Lender whether in any bankruptcy, reorganization, insolvency or similar proceeding involving Borrower, the indebtedness intended to be repaid thereby shall be reinstated to the extent of such avoidance, rescission, set aside, return or repayment (without any further action by any party) and shall be enforceable against the Borrower. In such event, the Borrower shall be and remain liable to Lender for the amount so repaid or recovered to the same extent as if such amount had never originally been received by Lender.

Subject to the terms of this letter agreement, the Borrower represents and warrants that there are no claims, causes of action, suits, debts, obligations, liabilities, demands of any kind, character or nature whatsoever, fixed or contingent, which the Borrower may have, or claim to have, against Lender, and the Borrower hereby releases, acquits and forever discharges Lender and its agents, employees, officers, directors, servants, representatives, attorneys, affiliates, successors and assigns (collectively, the "Released Parties") from any and all liabilities, claims, suits, debts, causes of action and the like of any kind, character or nature whatsoever, known or unknown, fixed or contingent, that the Borrower may have, or claim to have, against any of the Released Parties, to the extent arising out of the Loan Documents, from the beginning of time until and through the dates of execution and delivery of this letter agreement. Notwithstanding anything to the contrary contained herein, the effectiveness of the release contained herein is subject to and conditioned upon the payment of the Payoff Amount to Lender by or on behalf of the Borrower.

Orchid Finance, LLC ("Orchid") hereby irrevocably (i) releases any lien, security interest, or other interest in any property of Melissa Kieling ("MK") and/or PackIt and (ii) authorizes MK, PackIt, FYF-PackIt, LLC ("FYF") and any of their respective designees to

prepare and file (a) with the United States Patent and Trademark Office terminations of security interest with respect to any filing by made by or on behalf of Orchid encumbering any patent, trademark, or other intellectual property of MK and/or PackIt and (b) any other termination statements determined necessary (in the reasonable discretion of MK, PackIt or FYF) in respect of any filings by Orchid against MK or FYF. Upon reasonable request by MK, PackIt, FYF or any of their respective designees, Orchid will execute and deliver any and all agreements, instruments, or other documents necessary in order to effectuate the termination of the rights of Orchid described in this paragraph.

This letter agreement shall be effective when a counterpart is signed by each of the parties in the appropriate space provided below. This letter agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one agreement. Delivery of a counterpart by facsimile transmission or by e-mail transmission of an adobe file format document (also known as a PDF file) shall be effective as delivery of a manually executed counterpart hereof. Your signature shall also constitute the Borrower's request to terminate the Commitments upon payment of the Payoff Amount (plus any per diem, as applicable).

DIAMOND CREEK CAPITAL, LLC, a
Delaware limited liability company

By: _____
Name: Thomas P. Hazzard
Title: Managing Director

ORCHID FINANCE, LLC, a Nevada limited
liability company

By: _____
Name: Thomas P. Hazzard
Title: Managing Director

The above letter agreement is acknowledged, accepted and agreed to as of the 17th day of April 2019.

PackIt, LLC, a California limited liability
corporation

By: _____
Melissa Kieling
CEO

prepare and file (a) with the United States Patent and Trademark Office terminations of security interest with respect to any filing by made by or on behalf of Orchid encumbering any patent, trademark, or other intellectual property of MK and/or PackIt and (b) any other termination statements determined necessary (in the reasonable discretion of MK, PackIt or FYF) in respect of any filings by Orchid against MK or FYF. Upon reasonable request by MK, PackIt, FYF or any of their respective designees, Orchid will execute and deliver any and all agreements, instruments, or other documents necessary in order to effectuate the termination of the rights of Orchid described in this paragraph.

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DIAMOND CREEK CAPITAL, LLC, a
Delaware limited liability company

By: _____
Thomas P. Harrison
Managing Partner

ORCHID FINANCE, LLC, a Nevada limited
liability company

By: _____

The above letter agreement is acknowledged, accepted and agreed to as of the 17th day of April 2019.

PackIt, LLC, a California limited liability
corporation

By: ^{DocuSigned by:} _____
Melissa Kieling
Melissa Kieling
CEO

Schedule I

Wiring Instructions

Bank:	Wells Fargo Bank, N.A.
ABA #:	122-000-248
Account:	Diamond Creek Capital, LLC
Account #:	6375417869
Reference:	PackIt Loan Payoff