

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM561467

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest Recorded at Reel/Frame 6403-0741		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MADISON CAPITAL FUNDING LLC		02/10/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WATER COOLER GROUP (WCG) LLC		
Street Address:	99 Washington Street		
City:	South Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06854		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4850360	JUBAPLUS	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<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:	212-390-4147		
Email:	amanda.cirella@kirkland.com		
Correspondent Name:	Amanda Cirella (Paralegal)		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	23116-60		
NAME OF SUBMITTER:	Amanda Cirella		
SIGNATURE:	//Amanda Cirella//		
DATE SIGNED:	02/10/2020		
Total Attachments: 3			
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (“Release”) is made as of this 10th day of February 2020, by MADISON CAPITAL FUNDING LLC, as administrative agent for the Lenders and certain Secured Parties (“Administrative Agent”), with its mailing address of 227 West Monroe Street, Suite 5400, Chicago, Illinois 60606, in favor of WATER COOLER GROUP (WCG) LLC, a Delaware limited liability company (the “Grantor”), with its mailing address of 99 Washington Street, South Norwalk, Connecticut 06854. Reference is made to that certain Payoff Letter dated as of February 7, 2020, by and between Administrative Agent and the Grantor and certain affiliates of the Grantor party thereto (the “Payoff Letter”).

WHEREAS, pursuant to that certain Security Agreement dated as of October 24, 2011, by and between Administrative Agent and the Grantor among others (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”), the Grantor granted to the Administrative Agent a continuing security interest in all of Grantor’s right, title and interest in, to and under the Trademark Collateral (as such term is defined in the Trademark Security Agreement).

WHEREAS, as required by the Security Agreement, the Grantor and the Administrative Agent entered into that certain Trademark Security Agreement dated April 25, 2017 (the “Trademark Security Agreement”), for the purpose of recording such security interest with respect to the Trademark Collateral of the Grantor, including without limitation the Mark set forth on Exhibit A attached hereto, with the United States Patent and Trademark Office.

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on June 26, 2018 at Reel/Frame 6403/0741.

WHEREAS, all capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Security Agreement or the Trademark Security Agreement, as applicable.

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, subject to the terms and conditions of the Payoff Letter, Administrative Agent hereby (i) terminates the Trademark Security Agreement, (ii) terminates and releases all liens on and other security interests in the Trademark Collateral including, without limitation, all liens and other security interests granted under the Security Agreement and Trademark Security Agreement, and (iii) releases, assigns and otherwise transfers to the Grantor any and all of the Administrative Agent’s or any Lender’s right, title or interest in, to or under any Trademark Collateral.

[signature page follows]

IN WITNESS WHEREOF, Administrative Agent has caused this Release to be duly executed by its duly authorized officer as of the day and year first above written.

**MADISON CAPITAL FUNDING LLC, as
administrative agent**

By: 

Name: _____

Title: _____

Bob Alden
Director

[Signature Page to Release of Security Interest in Trademarks]

**TRADEMARK
REEL: 006861 FRAME: 0131**

EXHIBIT A

MARK	SERIAL NUMBER	STATUS	REGIS. NUMBER	REGIS. DATE	OWNER INFORMATION
JUBAPLUS	86575070	Registered	4850360	11/10/2015	Water Cooler Group (WCG) LLC