TRADEMARK ASSIGNMENT COVER SHEET

# Electronic Version v1.1

Stylesheet Version v1.2

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

| Name                                   | Formerly | Execution Date | Entity Type                      |
|--|----------|----------------|----------------------------------|
| New Island Capital Liquid<br>Assets LP |          | 03/13/2020     | Limited Partnership:<br>DELAWARE |

## **RECEIVING PARTY DATA**

| Name:           | Alter Eco Americas Inc.     |
|-----------------|-----------------------------|
| Street Address: | 2339 Third Street, Suite 70 |
| City:           | San Francisco               |
| State/Country:  | CALIFORNIA                  |
| Postal Code:    | 94107                       |
| Entity Type:    | Corporation: DELAWARE       |

### **PROPERTY NUMBERS Total: 11**

| Property Type        | Number  | Word Mark       |
|----------------------|---------|-----------------|
| Registration Number: | 3671557 | ALTER ECO       |
| Registration Number: | 4569156 | ALTER ECO       |
| Registration Number: | 4570704 | DARK VELVET     |
| Registration Number: | 4570705 | DARK BLACKOUT   |
| Registration Number: | 4660193 | VELVET TRUFFLES |
| Registration Number: | 4850921 | RAINBOW         |
| Registration Number: | 5556091 | GONE 4 GOOD     |
| Registration Number: | 5692018 | GONE4GOOD       |
| Registration Number: | 4993598 | ALTER ECO       |
| Registration Number: | 5029983 | FEED YOUR ECO   |
| Registration Number: | 5119109 | ALTER ECO       |

### **CORRESPONDENCE DATA**

Fax Number: 5125364598

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: 512-474-5201

aoipdocket@nortonrosefulbright.com, Email:

ruth.przygoda@nortonrosefulbright.com

**Correspondent Name:** Norton Rose Fulbright US LLP

REEL: 006908 FRAME: 0266

TRADEMARK

900543533

|                         | 98 San Jacinto Blvd., Suite 1100<br>Austin, TEXAS 78701 |  |  |
|-------------------------|---|--|--|
| ATTORNEY DOCKET NUMBER: | 1000203864  |  |  |
| NAME OF SUBMITTER:      | Katherine Klammer Madianos                              |  |  |
| SIGNATURE:              | /Katherine K. Madianos/                                 |  |  |
| DATE SIGNED:            | 04/03/2020  |  |  |

## **Total Attachments: 3**

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TRADEMARK REEL: 006908 FRAME: 0267

### RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

THIS RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST (this "Release") is made and effective as of March 13, 2020, by New Island Capital Liquid Assets LP, a Delaware limited partnership, as lender under the Loan Agreement referred to below ("Lender"), in favor of Alter Eco Americas, Inc. (formerly Alter Eco Americas, PBC), a Delaware corporation ("Borrower").

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of June 12, 2017 (the "Loan Agreement") between Borrower and Lender, Borrower granted to Lender a security interest in Borrower's right, title and interest to the IP Collateral (as defined below);

WHEREAS, that certain Notice Of Grant Of Security Interest In Patents And Trademarks noting the security interest granted by the Loan Agreement was recorded with the United States Patent and Trademark Office at Reel 6083, Frame 0233 on June 13, 2017 (with respect to the trademarks included in the IP Collateral), and at Reel 042696, Frame 0500 on June 13, 2017 (with respect to the patents included in the IP Collateral); and

WHEREAS, Borrower has requested that Lender enter into this Release in order to effectuate, evidence and record the release of any and all right, title and interest Lender may have in the IP Collateral pursuant to the Loan Agreement.

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

- 1. Release of Security Interest. Lender hereby terminates, releases and discharges any and all security interests that it has pursuant to the Loan Agreement and reassigns to Borrower any and all right, title and interest that it may have, in, to and under (a) the patents and patent applications listed in Schedule 1 hereto, and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto; and (b) 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 following (collectively, the "IP Collateral").
- 2. <u>Governing Law.</u> This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

(Signature page follows)

TRADEMARK
REEL: 006908 FRAME: 0268

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

Lender:

NEW ISLAND CAPITAL LIQUID ASSETS LP

By: Spring Partners, LLC

Its: General Partner

By: Mara k. f

Name: Mara K. Polk

Title: Vice President

(Signature Page to Release of Intellectual Property Security Interest)

**RECORDED: 04/03/2020** 

## **SCHEDULE 1**

## **Patents**

| Title   | Status    | Appl. No. | App. Date  |
|---|-----------|-----------|------------|
| LAMINATED BIO-PLASTIC PACKAGING MATERIAL BIODEGRADABLE UNDER HOME COMPOSTING CONDITIONS | Expired   | 61/827515 | 05/24/2013 |
| COMPOSTABLE LAMINATED PACKAGING MATERIAL  | Abandoned | 14/288161 | 05/27/2014 |
| COMPOSTABLE LAMINATED PACKAGING MATERIAL  | Expired   | 15/032599 | 12/08/2015 |

## **Trademarks**

| Mark                   | Appl. No. | Reg. No. | Reg. Date  |
|------------------------|-----------|----------|------------|
| Alter Eco              | 77384630  | 3671557  | 08/25/2009 |
| Alter Eco              | 85844891  | 4569156  | 07/15/2014 |
| Dark Velvet            | 85845290  | 4570704  | 07/22/2014 |
| Dark Blackout          | 85845306  | 4570705  | 07/22/2014 |
| Velvet Truffles        | 85845238  | 4660193  | 12/23/2014 |
| Rainbow                | 86586427  | 4850921  | 11/10/2015 |
| Gone 4 Good and Design | 86700506  | 5556091  | 09/04/2018 |
| Gone 4 Good            | 86700210  | 5692018  | 03/05/2019 |
| Alter Eco              | 77715850  | 4993598  | 07/05/2016 |
| Feed Your Eco          | 86703346  | 5029983  | 08/30/2016 |
| Alter Eco              | 87055081  | 5119109  | 01/10/2017 |

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