TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM590944

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A., AS COLLATERAL AGENT		04/09/2020	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	American Republic Brands, L.L.C.
Street Address:	8515 Page Avenue
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63114
Entity Type:	Limited Liability Company: MISSOURI

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3084352	SWISH

CORRESPONDENCE DATA

Fax Number:

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: 212-813-5900

anicolescu@fzlz.com Email: **Correspondent Name:** Tamar Niv Bessinger

Address Line 1: Fross Zelnick Lehman & Zissu, P.C. Address Line 2: 151 West 42nd Street, 17th Floor Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	CPC 2006565	
NAME OF SUBMITTER:	Anca Nicolescu	
SIGNATURE:	/ancanicolescu/	
DATE SIGNED:	08/07/2020	

Total Attachments: 3

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> **TRADEMARK** REEL: 007023 FRAME: 0546

PARTIAL RELEASE OF TRADEMARK SECURITY INTERESTS

This **PARTIAL RELEASE OF TRADEMARK SECURITY INTERESTS** (this "<u>Partial Release</u>") is made as of April 9, 2020 (the "<u>Effective Date</u>") by BANK OF AMERICA, N.A., as collateral agent (in such capacity, the "<u>Agent</u>"), in favor of AMERICAN REPUBLIC BRANDS, L.L.C. (the "<u>Grantor</u>").

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement, dated as of January 28, 2013, between the Grantor and the Agent (the "<u>Trademark Security Agreement</u>"), the Grantor pledged, assigned and granted to the Agent a continuing security interest in all of its right, title and interest in and to, among other things, the trademark registration set forth on Schedule I hereto, along with the goodwill associated therewith (the "<u>Trademark</u>"); and

WHEREAS, the Trademark Security Agreement was recorded with the Trademark Division of the U.S. Patent & Trademark Office on January 29, 2013, at Reel 004950 and Frame 0798.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby, without any warranty or recourse of any kind, terminates, cancels, re-pledges, reassigns and releases any and all security interests it has against the Trademark. If and to the extent the Agent has acquired any right, title or interest to the Trademark, it hereby re-assigns and re-transfers such rights, title or interest to the Grantor.

The Agent shall take all further actions, and provide to the Grantor and their 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 Partial Release.

This Partial Release is applicable only and solely with respect to the Trademark and to no other collateral. The Agent retains all security interests, liens, rights, titles and interests pledged and granted to it under the Trademark Security Agreement with respect to all collateral other than the Trademark, and the Agent's security interest, liens, rights, titles and interests in such collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Partial Release.

THIS PARTIAL RELEASE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASES UPON, ARISING OUT OF OR RELATING TO THIS PARTIAL RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

TRADEMARK REEL: 007023 FRAME: 0547 IN WITNESS WHEREOF, the Agent has caused this Partial Release to be executed by its duly authorized representative as of the Effective Date.

BANK OF AMERICA, N.A., as Agent

By:

Name: Peter Drooff
Title: Sr. Vice President

SCHEDULE I

United States Trademark Registration

Trademark	Registration No.	Registration Date
SWISH	3084352	April 25, 2006

#93081892v2

RECORDED: 08/07/2020

TRADEMARK REEL: 007023 FRAME: 0549