

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM593641

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		08/21/2020	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	American Republic Brands, L.L.C.
Street Address:	8800 Page Avenue
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63114
Entity Type:	Limited Liability Company: MISSOURI

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3352948	ALPINE X-TREME
Registration Number:	2271154	GERM BLASTER
Registration Number:	1267595	HAIR NET
Registration Number:	2763159	ICE MINT
Registration Number:	1943144	JOC
Registration Number:	1719731	PURETEST
Registration Number:	2515061	PURETEST
Registration Number:	2295835	PURETEST
Registration Number:	2506782	PURETEST
Registration Number:	3003472	SONOMA SPA
Registration Number:	3084352	SWISH
Registration Number:	3265547	SWISH BEFORE YOU KISS

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: 202-370-4750

Email: ipteam@cogencyglobal.com

TRADEMARK

Correspondent Name: Joanna McCall
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: Cogency Global Inc.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 1256965

NAME OF SUBMITTER: Theresa Volano

SIGNATURE: /Theresa Volano/

DATE SIGNED: 08/24/2020

Total Attachments: 8

source=2. Vi-Jon - IP Security Release - Trademark Filing - American Republic Brands#page2.tif
source=2. Vi-Jon - IP Security Release - Trademark Filing - American Republic Brands#page3.tif
source=2. Vi-Jon - IP Security Release - Trademark Filing - American Republic Brands#page4.tif
source=2. Vi-Jon - IP Security Release - Trademark Filing - American Republic Brands#page5.tif
source=2. Vi-Jon - IP Security Release - Trademark Filing - American Republic Brands#page6.tif
source=2. Vi-Jon - IP Security Release - Trademark Filing - American Republic Brands#page7.tif
source=2. Vi-Jon - IP Security Release - Trademark Filing - American Republic Brands#page8.tif
source=2. Vi-Jon - IP Security Release - Trademark Filing - American Republic Brands#page9.tif

RELEASE OF INTELLECTUAL PROPERTY COLLATERAL

This RELEASE OF INTELLECTUAL PROPERTY COLLATERAL (this “Release”) is made as of August 21, 2020 by BANK OF AMERICA, N.A., as administrative agent (in such capacity, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below), in favor of VI-JON, INC. (the “Company”) and each of the other persons listed on Exhibit A attached hereto (together with the Company, each a “Grantor” and collectively the “Grantors”). Capitalized terms used but not defined herein have the meanings given to them in the Credit Agreement or the Security Agreement (as defined below), as appropriate.

WHEREAS, the Grantors entered into that certain Amended and Restated Credit Agreement, dated as of August 17, 2017, among the Company, each of the subsidiaries of the Company signatory thereto, VJCS HOLDINGS, INC., each lender from time to time party thereto (collectively, the “Lenders” and, individually, a “Lender”), and BANK OF AMERICA, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, as a condition precedent to the making of Loans by the Lenders from time to time, each Grantor executed and delivered that certain Security Agreement, dated as of January 28, 2013, by and among the Grantors and the Administrative Agent (as amended and restated by that certain Amended and Restated Security Agreement, dated as of August 17, 2017, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantors executed (i) that certain Copyright Security Agreement, dated as of January 28, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Copyright Security Agreement”), (ii) that certain Trademark Security Agreement, dated as of January 28, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “2013 Trademark Security Agreement”), (iii) that certain Patent Security Agreement, dated as of August 17, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Patent Security Agreement”) and (iv) that certain Trademark Security Agreement, dated as of August 17, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “2017 Trademark Security Agreement”), pursuant to which the Grantors granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in certain intellectual property of the Grantors;

WHEREAS, (i) the Copyright Security Agreement was recorded with the United States Copyright Office on January 31, 2013 at Volume 3624, Document 344, (ii) the 2013 Trademark Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on January 29, 2013 at Reel 4950, Frame 0798, (iii) the Patent Security Agreement was recorded with the Patent Division of the United States Patent and Trademark Office on August 18, 2017 at Reel 043336, Frame 0718 and (iv) the 2017 Trademark Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on August 18, 2017 at Reel 6133, Frame 0477; and

WHEREAS, in accordance with the provisions of the Credit Agreement, the Security Agreement, the Copyright Security Agreement, the Patent Security Agreement, the 2013 Trademark Security Agreement and the 2017 Trademark Security Agreement, the Administrative Agent now desires to terminate and release its security interest in and to the Collateral (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby agrees as follows:

SECTION 1. Release of Grant of Security. The Administrative Agent, on behalf of itself and the Secured Parties, hereby (a) terminates the Copyright Security Agreement, (b) terminates the Patent Security Agreement, (c) terminates the 2013 Trademark Security Agreement, (d) terminates the 2017 Trademark Security Agreement and (e) terminates, releases and discharges to the Grantors all of the Administrative Agent's and the Secured Parties' security interest in all of the Grantors' right, title and interest in and to, and reassigns to the Grantors any right, title and interest the Administrative Agent or any Secured Party may have in or to, the following (collectively, the "Collateral"):

- (i) the patents and patent applications set forth in Schedule A hereto (the "Patents");
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto, together, in each case, with the goodwill symbolized thereby (the "Trademarks");
- (iii) the copyright registrations and applications set forth in Schedule C hereto (the "Copyrights");
- (iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing;
- (v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing; and
- (vi) all income, royalties and other payments now or hereafter due and payable with respect to any and all of the foregoing.

SECTION 2. Recordation. The Administrative Agent authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer or relevant governmental authority record this Release.

SECTION 3. Counterparts. This Release may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature pages follow]

BANK OF AMERICA, N.A., as Administrative
Agent

By:

A handwritten signature in black ink, appearing to read "Peter Drooff". The signature is written in a cursive style with a large initial "P" and "D".

Name: Peter Drooff
Title: Sr. Vice President

EXHIBIT A

Grantors

1. AMERICAN REPUBLIC BRANDS, L.L.C.
2. VI-JON, INC.

SCHEDULE A

Patents

Vi-Jon Inc.

Registered Patents and Patent Applications

Reel/Frame - 043336/0718

Recorded - 08/18/2017

<u>Patent Number</u>	<u>Issue Date</u>	<u>Description</u>	<u>Country/</u>
D784725	04/25/2017	Dispenser Handle	US
D781613	03/21/2017	Dispenser Handle	US
D770294	11/01/2016	BOTTLE	US
9,161,982	10/20/2015	Sanitizer Compositions Comprising Alcohol and an Antimicrobial Efficacy Enhancer	US

<u>Application Number</u>	<u>Filing Date</u>	<u>Description</u>	<u>Country</u>
15/088,984	04/01/2016	Dispenser Assembly	US
15/166,714	05/27/2016	Dispenser Assembly	US
29/566,204	05/27/2016	Dispenser Assembly	US
29/566,207	05/27/2016	Bottle	US
29/575,334	08/24/2016	Dispenser Assembly	US
15/253,022	08/31/2016	Dispenser Assembly	US
29/592551	01/31/2017	DISPENSER ASSEMBLY	US

SCHEDULE B

Trademarks

American Republic Brands
Registered Trademarks

Reel/Frame - 4950/0798

Recorded - 01/29/2013

<u>Mark</u>	<u>Reg. #</u>	<u>Registered</u>	<u>Serial #</u>	<u>Filed</u>	<u>Country</u>
ALPINE X-TREME	3,352,948	12/11/07	76/661,196	6/7/06	US
GERM BLASTER	2,271,154	8/17/99	75/393,050	11/19/97	US
HAIR NET	1,267,595	2/21/84	73/403,736	11/23/82	US
ICE MINT	2,763,159	9/16/03	76/077,641	6/22/00	US
JOC	1,943,144	12/19/95	74/442,862	10/1/93	US
PURETEST	1,719,731	9/29/92	74/208,333	9/30/91	US
PURETEST	2,515,061	12/4/01	76/193,479	1/11/01	US
PURETEST	2,295,835	11/30/99	75/559,608	9/25/98	US
PURETEST (Stylized)	2,506,782	11/13/01	76/193,478	1/11/01	US
SONOMA SPA	3,003,472	10/4/05	76/608,166	8/23/04	US
SWISH	3,084,352	4/25/06	76/977,801	1/19/05	US
SWISH BEFORE YOU KISS	3,265,547	7/17/07	76/636,057	4/14/05	US

Vi-Jon Inc.
Registered Trademarks

Reel/Frame - 6133/0477
Recorded - 08/18/2017

<u>Mark</u>	<u>Reg. #</u>	<u>Registered</u>	<u>Serial #</u>	<u>Filed</u>	<u>Country</u>
GERM-X3			86,420,222	10/10/14	US
GERM-X EVERYWHERE			86,574,321	3/24/15	US
germ-x everywhere	5,083,062	11/15/16	86,642,266	5/27/15	US
germ-x everywhere	5,083,074	11/15/16	86,648,235	6/2/15	US
GERM-X GO			87,310,516	1/23/17	US
GO PLACES. TOUCH THINGS	5,028,685	8/23/16	86,979,660	12/10/15	US
MINERAL SPRING			87,322,264	2/2/17	US
MOUNTAIN FALLS			87,322,299	2/2/17	US
NUTRILOCK	4,477,907	2/4/14	85,970,227	6/26/13	US
OMNIPOD	4,999,696	7/12/16	86,629,749	5/14/15	US
OMNIPOD AUTOMATIC			86,825,688	11/19/15	US
SALON EFFECTS	4,681,241	2/3/15	86,302,935	6/6/14	US
SIMPLY U			87,162,167	9/6/16	US
SIMPLY U			87,163,130	9/7/16	US
SIMPLY U			87,461,088	5/23/17	US
SIMPLY U			87,461,120	5/23/17	US
SONOMA SPA			87,428,359	4/27/17	US
V VI-JON and design	5,014,599	8/2/16	86,775,028	10/01/15	US

SCHEDULE C

Copyrights

Vi-Jon Inc.

Registered Copyrights

Volume/Document – 3624/344

Recorded – 01/31/2013

Title: Biodegradable Formula Logo

Registration Number: VAu000711161

Registration Date: 6/30/06

Copyright Claimant: Vi-Jon Laboratories, Inc.

Title: Getting on Base: The Vi-Jon Team and the American Dream, One Hundred Years and More with the Brunner Family

Registration Number: TX0007381560

Registration Date: 6/14/11

Copyright Claimant: Vi-Jon Inc.