

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM606855

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Obsidian Agency Services, Inc., as Collateral Agent		11/03/2020	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	PLD Acquisitions LLC		
Street Address:	10400 NW 29th Terrace		
City:	Doral		
State/Country:	FLORIDA		
Postal Code:	33172		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4919227	NICOFI	
Registration Number:	4514821	HIS EDGE	
Registration Number:	3731719	AVÉMA PHARMA SOLUTIONS	
Registration Number:	4514818	SENSATIONAL HAIR AND NAILS	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	312-993-2622		
Email:	gayle.grocke@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	330 N. Wabash Avenue		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	064194-0003		
NAME OF SUBMITTER:	Gayle D. Grocke		
SIGNATURE:	/gdg/		
DATE SIGNED:	11/04/2020		
Total Attachments: 4			
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of November 3, 2020 (“Release”), is made by Obsidian Agency Services, Inc., in its capacity as collateral agent (“Collateral Agent”) in favor of PLD Acquisitions LLC, a Delaware limited liability company (“Grantor”).

WHEREAS, pursuant to that certain Guarantee and Collateral Agreement dated as of July 15, 2016 (as amended, restated, amended and restated, supplemented, extended, refinanced or otherwise modified from time to time, the “Collateral Agreement”) by and among the Grantor, Collateral Agent, and others party thereto, Grantor granted to the Collateral Agent, for the benefit of the holders of the Secured Obligations (“Secured Parties”), a security interest in all Trademarks and Trademark Licenses of the Grantor on Schedule A hereto, goodwill associated with such Trademarks and Trademark Licenses, all Proceeds of the foregoing and all rights to sue for past, present or future infringements thereof (collectively, “Trademark Collateral”); and

WHEREAS, pursuant to the Collateral Agreement, Grantor executed and delivered to Collateral Agent, for the benefit of the Secured Parties, the Trademark Security Agreement recorded at the United States Patent and Trademark Office (“USPTO”) on August 23, 2016 at Reel 5862 Frame 0263 (“Trademark Security Agreement”).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent, on behalf of the Secured Parties, and Grantor agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Collateral Agreement or the Trademark Security Agreement.

SECTION 2. Termination and Release. Collateral Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the security interest granted by Grantor in all Trademark Collateral, including, but not limited to, those listed on Schedule A attached hereto, pursuant to the Collateral Agreement or Trademark Security Agreement;

(b) assigns, transfers and conveys to the Grantor any and all of its rights, title and interest in such Trademark Collateral, together with (1) all proceeds and products of such Trademark Collateral, (2) the goodwill associated with such Trademark Collateral, (3) all registrations and applications in connection with such Trademark Collateral, (4) all extensions and renewals in connection with such Trademark Collateral and (5) all causes of action arising prior to or after the date hereof for infringement of such Trademark Collateral or unfair competition regarding the same, and any and all other rights, title and interest in and to such Trademark Collateral and related rights that the Collateral Agent may have; and

(c) agrees, at the Grantor’s expense, to cooperate with the Grantor, to take all further actions and to provide the Grantor with the information and additional authorization, in each case, as reasonably required or desirable to effect the purpose of this Release;

(d) hereby authorizes this Release to be filed and recorded with the USPTO and any other offices as may be necessary to carry out the intention of this Release; and authorizes and requests that the Commissioner for Trademarks of the USPTO record this Trademark Release at Grantor’s expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Administrative Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Administrative Agent:

OBSIDIAN AGENCY SERVICES, INC., as Collateral Agent

By: 

Name: Howard Levkowitz

Title: Managing Director

Schedule A

**TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS
AND TRADEMARK LICENSES**

Trademark Registrations:

OWNER	TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
PLD Acquisitions LLC	NICOFI	4919227	March 15, 2016
PLD Acquisitions LLC	His Edge	4514821	April 15, 2014
PLD Acquisitions LLC	Avema Pharma Solutions	3731719	December 29, 2009
PLD Acquisitions LLC	Sensational Hair and Nails	4514818	April 15, 2014

Trademark Applications: None

Trademark Licenses:

License to use the INTRATAB trademark on Licensed Products (as defined in the IntraTab License Agreement (as defined below)) in the Territory (as defined in the IntraTab License Agreement).

"IntraTab License Agreement" means the Sub-License Agreement dated as of March 28, 2013 between Intratab Labs, Inc., as "Licensor" and PLD Acquisitions LLC, a Delaware (formerly Florida) limited liability company, as "Licensee", as modified by (a) First Addendum to Sub-License Agreement dated as of February 18, 2014 between Licensor and Licensee, and (b) Second Addendum to Sub-License Agreement dated as of March 28, 2013, effective as of October 30, 2015 between Licensor and Licensee (as the same may be further amended or otherwise modified from time to time).